

Ivar Flounder Mask Photo Contest Rules

OFFICIAL RULES - NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND WA STATE RESIDENTS.

This Contest is in no way sponsored, endorsed or administered by Facebook, Twitter or Instagram, Inc. The information you provide will only be used in accordance with Ivar Flounder Mask Photo Contest Rules.

1. HOW TO ENTER.

There are THREE ways to enter the contest.

Electronically through www.Instagram.com: During the Contest Period, enter the photo Contest through the Instagram Platform (the "Application"). You must tag @IvarsClam then post a photo via hashtag "#IvarBday" <or>

Electronically through www.Facebook.com: Enter the photo Contest through the Facebook Platform (the "Application"). You must tag @IvarsRestaurants page then post a photo via hashtag "#IvarBday" <or>

Electronically through www.Twitter.com: Enter the photo Contest through the Twitter Platform (the "Application"). You must tag @IvarsClam then post a photo via hashtag "#IvarBday"

Limit: One (1) entry per person, per day, per platform, between March 11-22

Entries made by any other individual or any entity, including but not limited to commercial Contest subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. Sponsor's computer will be the official timekeeper for all matters related to this Contest. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized Instagram, Facebook or Twitter account holder used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned an Instagram, Facebook or Twitter user account or page. Ivar's Inc. cannot be held liable for any digital or mechanical issues that arise from entrant submitting a photo.

Additional Entry Rules: The Contest begins at 9:00 a.m. Pacific Standard Time (PST) on March 11, 2019 and all photo entries must be received or posted through Instagram, Facebook or Twitter page by 11:59pm (PST) on March 22, 2019 (the "Deadline") to be eligible for a prize. Limit one (1) entry per person, per day only. Photo content must be original and not from copyrighted or reproduced sources. Only one person and one entry per day is allowed. Ivar's Inc. and any of its affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Ivar's; or (d) any printing or typographical errors in these Official Contest Rules or any other materials associated with the Contest. Any questions regarding the number of entries submitted shall be determined by Ivar's, Inc. in its sole, reasonable discretion. Contest prize drawing winners will be determined on March 24, 2019 from all eligible entries. Winners need not be present for selection but may be required to show proof of eligibility such as providing documentation showing legal name, age and residence.

2. ELIGIBILITY. This Contest is open to all legal Washington State residents only who are eighteen (18) years of age or older at the time of entry. Employees, officers, and directors of Sponsor, Administrator, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, their advertising or public relations agencies, and any and all other companies associated with the Contest (collectively, the "Contest Entities"), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state, and local laws and regulations. All entries submitted are the property of the Sponsor.

3. PRIZES. Three (3) Contest Grand Prize Winners: Ivar's \$114 Gift Card (ARV: \$114). Odds of winning a prize depend on the number of eligible entries received and will be selected randomly on March 24, 2019. Ivar's, Inc. reserves the right to substitute a prize of equal or greater value for all Contest and giveaways. Prizes are not redeemable for cash. No transfer or assignment of prizes is allowed.

4. CONDITIONS OF PRIZES. Prize winners shall be solely responsible for all federal, state or local taxes, sales tax, surcharges, service charges, processing and handling fees. Prize winners may be issued an IRS 1099 Tax Form following receipt of prize for the

value of the prize.

5. WINNER NOTIFICATION AND ACCEPTANCE. Potential Prize Winner will be notified through Instagram, Facebook, Twitter or other available means, whichever is deemed appropriate by the Administrator, using the account information provided at the time of entry. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If, despite reasonable efforts, any potential Prize Winner does not respond within (2) days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable such Prize Winner will forfeit his or her prize and an alternate winner may be selected. If any potential Prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential Prize Winner will be disqualified and an alternate Prize Winner may be selected. Except where prohibited by law, participation in the Contest constitutes permission to use winner's name, entry, and likeness without limitation, for promotional purposes without further permission or compensation. For a copy of the winners list, mail a stamped, self-addressed business-size envelope after March 31, 2019 to: Ivar's, Inc, 1001 Alaskan Way, Ste. 109, Seattle, WA 98104, Attn: "Ivar Mask Photo Contest".

6. PARTICIPATION. Participation in the Contest constitutes an agreement by each participant to comply with the Official Contest Rules. Ivar's, Inc. reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Ivar's, Inc.. If the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the control of Ivar's, Inc. which corrupts or impairs the administration, security, fairness, or proper operation of the Contest, Ivar's, Inc. reserves the right in its sole discretion to disqualify any entrant deemed responsible for such corruption or impairment, and to suspend, modify or terminate the Contest. If the Contest is terminated prior to the stated "Deadline", Ivar's, Inc. reserves the right to award prizes based on the entries existing before the termination date. Decisions of Ivar's, Inc. are final on all matters relating to this Contest. Ivar's, Inc. is not responsible for any entries or internet connections that are misdirected, lost, stolen, disconnected, not received, or are illegible, or for any printing errors. All entries become the property of Ivar's, Inc. and will not be acknowledged or returned. The use of robotic, automatic, programmed or similar entry modes is prohibited and will be void. In case of an identity dispute, the registered user of the e-mail account on the date of entry will be the recognized user.

7. LIMITATIONS OF LIABILITY. By participating in the Contest, participants agree that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (3) under no circumstances will any participant be permitted to obtain any award for, and participant hereby waives any and all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

8. GENERAL RELEASE. By participating in the Contest, participant releases Ivar's, Inc., Instagram, Facebook, Twitter, and any affiliates, directors, officers, professional advisors, employees and agencies (collectively, the "Released Parties") from any liability whatsoever, and waives any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

9. MISCELLANEOUS. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Contest Rules, or the rights and obligations of any participant and Ivar's, Inc. shall be governed, construed and interpreted under individual states laws (where applicable), without giving effect to any choice of law or conflict of law rules or provisions (whether of Washington State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Washington. The invalidity or unenforceability of any provision of the Official Contest Rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not included.

10. FORCE MAJEURE. Ivar's, Inc. reserves the right to change, suspend, or cancel the Contest if, in Ivar's, Inc.'s sole discretion, intervening circumstances warrant such change, suspension, or cancellation. Intervening circumstances include without limitation the interruption, preemption, or cancellation of Ivar's, Inc.'s programming owing to conditions beyond Ivar's, Inc.'s control, such as strikes, labor disputes, war, insurrection, revolution, terrorism, riot or other civil disturbance, earthquake, fire, flood, or other natural disasters, governmental restrictions, embargoes or other exercises of governmental authority, unavailability of supplies, components, or material, or any other cause beyond Ivar's, Inc.'s control.

11. SPONSOR. The Sponsor of the Contest is Ivar's, Inc., 1001 Alaskan Way, Ste. 109, Seattle, WA 98104. For questions about the Contest, please send written questions to Ivar's, Inc., Attn: "Ivar Mask Photo Contest" (Ivar's Inc., 1001 Alaskan Way, Ste. 109, Seattle, WA 98104)