OUTBACK STEAKHOUSE'S #OUTBACKONIONBREATH KISS CHALLENGE GIVEAWAY Official Rules

- 1. Eligibility: Outback Steakhouse's #OutbackOnionBreath Kiss Challenge Giveaway (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Outback Steakhouse of Florida, LLC ("Sponsor"), and their respective parent, subsidiary and affiliate companies and advertising and promotion agencies as well as the immediate family and household members, whether or not related, of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
- **2. Sponsor:** Outback Steakhouse of Florida, LLC, 2202 N. Westshore Blvd., Suite 500, Tampa, FL 33607.
- **3. Timing:** The Promotion begins on February 9, 2024, at 11:00 a.m. Eastern Time ("ET"), ends on February 29, 2024, at 11:00 a.m. ET (the "Promotion Period").
- **4. How to Enter:** During the Promotion Period, Entrant must: 1) follow Outback Steakhouse on Instagram; 2) post a photograph or reel-in feed on their Instagram account kissing their date after consuming a Bloomin' Onion and use #outbackonionbreath; and 3) set user page of Instagram account to public to be entered in the Promotion. ("Submission"). Individuals under the age of 18 cannot be shown in the photograph. The Submission must be an original work, cannot have been previously published or won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity. Entrant is responsible for securing all rights needed for Submission including others featured in the Submission. All Submissions must be tasteful and conform to the Instagram terms and conditions and cannot be offensive, disparaging, or contain any content that is inappropriate or indecent. If the Submission does not conform to these standards, solely as determined by the Sponsor, the Entrant will be disqualified.

Posting a Submission constitutes Entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a technology now known or later developed, including for promotional or marketing purposes. If requested, Entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

5. Prizes: All Entrants that meet the Submission requirements will receive one code for a free Bloomin' Onion with the purchase of one full-price adult entrée. The one-time unique code will be issued via Direct Message to the owner of the social media account that meets the Submission requirements. The code can only be used for curbside takeout or delivery from 2/19/2024 – 3/8/2024 only at participating Outback Steakhouse locations. Valid on online orders placed through https://www.outback.com/order or the Outback Mobile App. The code is not valid at select restaurant locations in the states of AK, AZ, CA, CO, FL, ID, KY, MS, MT, NM, NV, OR, SD, TN, UT, WA, WY, and not valid at all airport locations. Code excludes taxes and gratuity.

Code cannot be used with any other offer or promotion. No substitution or cash redemption will be made.

- **6. Publicity:** Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional and other purposes in any media and all, now known or hereafter devised, in any manner, worldwide in perpetuity, without further payment or consideration, notification or permission.
- **7. Limitations of Liability:** Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to Sponsor. By entering, Entrant agrees to Official Rules and to decisions of Sponsor, or their designated agent, which are final and legally binding in all respects.
- 8. Disputes: Except where prohibited, Entrant agrees that whenever Entrant has a disagreement with Sponsor arising out of, connected to, or in any way related to these Official Rules and/or the Promotion, Entrant will send a written notice to Sponsor ("Demand"). Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after Entrant sends this Demand. If Sponsor does not resolve this disagreement to Entrant's satisfaction within ten (10) business days, and Entrant intends on taking legal action, Entrant agrees that Entrant will file a demand for arbitration with the American Arbitration Association (the "AAA"). Entrant will not file a class action or collective action against Sponsor, and Entrant will not participate in a class action or collective action against Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

Entrant fully and completely releases Instagram from any claim associated with this Promotion.

9. Entrant's Personal Information: Any personal information received by Sponsor in connection with the Promotion, is subject to the Sponsor's Privacy Policy, which can be reviewed https://www.outback.com/privacy-rights/privacy-policy.

This promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram.