

## Official Rules for the Weekly Lunch Giveaway

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.**

1. **General.** The [Rock'N Fish Laguna Beach] Weekly Lunch Giveaway beginning August 27, 2012 through a date TBD (the "Promotion Period") is a prize giveaway each Monday where one (1) eligible entrant during the Entry Period will win lunch for two at Rock'N Fish Laguna Beach (the "Giveaway"). This Section is a general description of the Giveaway, which is qualified by these Official Rules.

2. **Eligibility.** All entrants must be at least eighteen (18) years of age as of the date of entry and legal residents of the fifty (50) United States (including the District of Columbia). The Giveaway is void where prohibited or restricted by law. Employees, officers, partners, and investors of Zisli's Group, Inc. (the "Sponsor"), Rock'N Fish Laguna Beach (the "Restaurant"), and Shade Hotel, Rock'N Fish Manhattan Beach, Rock'N Fish L.A. Live, Rock'N Fish Laguna Beach, Mucho Ultima Mexicana, The Strand House, Rock & Brews, and Brewco ("Affiliates") and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer, investor, or partner of Sponsor, Restaurant, or Affiliates are not eligible to enter. Entrants are responsible for providing proof of eligibility.

3. **Timing.** During the Promotion Period the Restaurant will hold a sweepstakes each week beginning each Monday when the Restaurant opens for business and ending on the immediately following Sunday at the Restaurant's closing time (the "Entry Period").

4. **How to Enter.** To enter the Giveaway visit the Restaurant during the Entry Period and complete an entry form by filing in your name and email address and leaving that entry form with the hostesses or leave a business card that includes your name and email address with the hostess. The Restaurant's address is in Section 15.

**ENTRY LIMITS:** One (1) entry per person per Entry Period. Multiple participants are not permitted to share the same email address and participants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods will void that participant's entries and that participant may be disqualified. All entrants and entries subject to verification before the awarding of a prize, as are the eligibility, age, and other claims of information provided by a potential prize winner. In a dispute, entries will be

declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to show proof of being the authorized account holder. Sponsor and Restaurant are not responsible for lost, late, stolen, incomplete, invalid, damaged, altered, or misdirected entries, which will be disqualified. Proof of submission will not be deemed proof of receipt by Sponsor or Restaurant. Once submitted, entry cannot be modified, deleted, or cancelled. All entries must be received by Sponsor or Restaurant during the Entry Period. Entries received after the close of the Entry Period will automatically be entered into the following Entry Period; provided that the entry is received during the Promotion Period. All entries become the exclusive property of Sponsor and Restaurant for the purpose of marketing to entrants and will not be acknowledged or returned.

**5. Drawing; Odds; Notification.** Beginning each Monday during the Promotion Period, Sponsor will randomly select one (1) winner of the Prize from among all eligible entries received by Restaurant during the Entry Period. Odds of winning the Prize depend on the number of eligible entries received by Restaurant during the Entry Period. Any entrant selected as the potential Prize winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email within two days of being selected and must respond within seven (7) days of the first attempt to contact such person. If the potential winner does not respond within the stated response time, or if the potential winner is found to be ineligible or otherwise disqualified, no alternative winner will be selected and the Prize for that Entry Period will remain unawarded. A person may not win more than one Prize from the Restaurant during the Promotion Period.

**6. Prizes and Delivery.** Subject to the terms and conditions of this Giveaway, during each Entry Period the Restaurant will give away one voucher that may be redeemed for two lunch entrees and two non-alcoholic beverages at the Restaurant (the "Prize"). Prize not to exceed a value of fifty (\$50.00) USD ("Maximum Prize Value"). Prize is valid one (1) year from date of issue and may be redeemed for brunch/lunch between 11:00 a.m. and 4:00 p.m. [or between 4:00 p.m. and 10:00 p.m. if the Restaurant is not open for brunch/lunch] on any one day that the Restaurant is open ("Redemption Period"). Prize valid for one-time use and may not be split, divided, or transferred. Redemption of Prize is subject to availability and reservations may be required. Winner is responsible any other or additional charges, including gratuity, alcohol, and any amount incurred greater than the Maximum Prize Value. If winner is unable to redeem the package within the Redemption

Period, the prize will be forfeited. **The Approximate Retail Value of the Prize is \$50.00 USD.** No substitution, assignment, or transfer of the prize is permitted, except by Sponsor, who reserves the right to substitute the Prize with another of comparable or greater value. Prize must be accepted as awarded. Winner is responsible for all taxes and fees associated with prize receipt and/or use Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or any Affiliate, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Publicity.** Except where prohibited by law, participation in the Giveaway constitutes winner's consent to Sponsor and Restaurant's use of winner's name, photographs, video, statements, hometown, state, and country for promotional purposes in any manner or media (including online), worldwide, in perpetuity, without further payment, consideration, notice, review, or consent.

8. **Agreement to Official Rules and Decisions.** By participating in the Giveaway, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and Restaurant (including, without limitation, decisions regarding eligibility of entries, the selection of entrants, and the winner, and the awarding of the prizes), which are final and binding in all respects.

9. **General Conditions.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Giveaway if, in its opinion, there is any suspected or actual evidence of tampering with any portion of the Giveaway, or if unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond the Sponsor or Restaurant's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor or Restaurant's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. **Release.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and Restaurant and their respective agents, partners, members, representatives, affiliates, prize suppliers, and all of their respective employees, officers, directors, agents,

and partners from and against all claims, damages, or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Giveaway and/or entrant's award, receipt or use of any prize awarded in the Giveaway.

**11. Limitations of Liability.** Sponsor and Restaurant are not responsible for: (a) lost, late or undelivered entries, notifications or communications, misdirected entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) any technical failures of any kind, including but not limited to the malfunctioning of any computer, computer online systems, website, service provider, telephone, cable, software or hardware; (c) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Giveaway or the processing of entries; (d) any failure, malfunction or difficulty that might hinder the ability of a person to enter the Giveaway; (e) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway, or from viewing or downloading any material from any of the Sponsor or Restaurant's websites, regardless of whether the material is connected to Sponsor or Restaurant's websites by hypertext link; (f) for any event which may cause the Giveaway to be disrupted or corrupted; and (g) for fraudulent calls or emails made to entrants by third parties.

**12. Disputes.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Giveaway, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Los Angeles, California; entrant submits to sole and exclusive personal jurisdiction to courts in the State of California for any such dispute and irrevocably waives any and all rights to object to such jurisdiction and (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Giveaway but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor and Restaurant in connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of California, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**13. Privacy.** When you submit your email address to Restaurant, we collect your email address. The information you provide will be added to Restaurant and Sponsor's marketing databases. You acknowledge that Sponsor and Restaurant may send you information, special offers, and other marketing materials that it believes may be of interest to you. If you no longer wish to receive emails from the Sponsor or any Affiliate

you may opt-out at any time by following the instructions at the bottom of such email. **If you do not wish for Sponsor or Affiliates to have your email please do not submit it**

**14. Void Where Prohibited.**

**15. Sponsor & Restaurant Contact Information:**

*Sponsor:* ZISLIS GROUP, INC. 321 12th Street, Suite 102, Manhattan Beach, California 90266.

*Restaurant:* [Rock'N Fish Laguna Beach]

*Rock 'N Fish Laguna  
Beach  
422 South Coast  
Highway Laguna  
Beach, CA 92651*