

## **Piranha Killer Sushi Gift Card Sweepstakes Official Terms & Conditions**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Piranha Killer Sushi Gift Card Sweepstakes (the "Sweepstakes") 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.

Associates of Piranha Killer Sushi and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such associate are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Piranha Killer Sushi whose registered office is at 7100 Blvd 26 Suite #208, Richland Hills, Texas 76180.

**3. Timing:** The Sweepstakes begins on January 12, 2015 at 12:00 a.m. Eastern Time ("ET") and ends on January 18, 2015 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** Visit [www.piranhakillersushi.com](http://www.piranhakillersushi.com) and click on one of our social media pages icons for Facebook, Twitter, Instagram and Google+. Post a picture of yourself at any one of our 6 Texas locations in Austin, San Antonio, Flower Mound, and Fort Worth or a picture of a Piranha Killer Sushi dish. Use hashtag #PKSLove. You will automatically be entered into the Sweepstakes. Limit: Each participant may enter one (1) time per photo shared with us per social media platform during the Promotion Period. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

**5. Prize Drawing:** Sponsor is the independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner is final and binding in all matters related to the Sweepstakes. Winners will be chosen at random by software provided by randompicker.com from all eligible entries received during the Promotion Period, on or around January 19, 2015. The potential winner must return to our social media pages or website to find out if they won. Winner will be announced on Facebook, Twitter, Google+, Instagram and our website at [www.PiranhaKillerSushi.com](http://www.PiranhaKillerSushi.com) by 5:00 p.m. ET. If a potential winner does not contact us within 14 days of the announcement, the potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled within 2 weeks after the conclusion of the promotion. Potential winner must pick up the gift card at any one of our Texas locations or it will be mailed to the address provided by the potential winner.

**6. Prizes:** ONE (1): \$20 Piranha Killer Sushi gift card

**For Prize:** Terms and conditions of gift cards apply. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Where applicable, U.S. federal regulations require the issuance of a 1099 Form to the winner of any prize with a value in excess of \$600. Total approximate retail value of the prize: \$20. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. One (1) \$20 Piranha Killer Sushi gift card will be awarded for the Sweepstakes.

**7. Release:** By receipt of any prize, each winner agrees to release and hold harmless Sponsor, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies, successors and assigns and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Any dispute relating to the Sweepstakes (including, without limitation, a dispute as to whether an entrant has complied with all of these Official Rules) shall be resolved by the Sponsor, in its sole and absolute discretion, and the decision of the Sponsor shall prevail. All decisions of the Sponsor shall be final. Additionally, and except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules any jurisdiction, which would cause the application of the laws of any jurisdiction other than Texas.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Piranha Killer Sushi's Privacy Policy  
<http://www.piranhakillersushi.com/privacy-terms-of-service>

**13. Winner List:** For the winner list, send an email with Subject Line: "Piranha Killer Sushi e-mail Gift Card Giveaway, Winner List Request" to [promo@piranhakillersushi.com](mailto:promo@piranhakillersushi.com). Requests must be received by February 18, 2015.

**14. Social Media Release:**

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, Google+ or any other Social Network. You are providing your information to Piranha Killer Sushi and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at <http://www.piranhakillersushi.com>.

**ALTERNATE METHOD OF ENTRY**

Send an email with your name and email address to [Promo@PiranhaKillerSushi.com](mailto:Promo@PiranhaKillerSushi.com). The email must be received within the time period of the promotion. Winner will be announced on Facebook, Twitter, Instagram, Google + and our website at [www.PiranhaKillerSushi.com](http://www.PiranhaKillerSushi.com) by January 19, 2015 by 5:00 p.m. ET.