

FOGO DE CHÃO

Happy Hour Sweepstakes

Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED.

Sweepstakes open only to legal U.S. residents, who are 21 years or older and who reside within 25 miles of any Fogo de Chão restaurant location in the 50 United States, the District of Columbia and Puerto Rico (“Eligible Jurisdictions”) Entries originating from other jurisdictions are not eligible. (For a list of Fogo de Chão restaurant locations in the United States, go to <https://fogodechao.com/locations>).

Employees, officers and directors of Sponsor, its parent, subsidiaries, affiliated companies, individual Fogo de Chão restaurant locations (including Fogo de Chão restaurant employees and management), their immediate family members (defined as parents, children, siblings, spouse), regardless of where they live, and members of their same household (whether related or not) are NOT eligible to enter or win prizes. Sweepstakes is void where prohibited by law.

By participating, you agree to abide and be bound by these Official Rules and Sponsor’s decisions, which are final and binding in all respects and are not subject to appeal.

1. OVERVIEW.

- a. Fogo de Chão (Holdings) Inc. (“Sponsor”) will offer random drawing sweepstakes promotions (“Sweepstakes”) on a monthly basis beginning on September 21, 2020 and ending December 31, 2020.
- b. Except for September 2020 (as discussed below), each Sweepstakes will start on the first day of the month and end on the last day of the month and will be divided into weeks. Each week will start on the weekday on which the first day of a month falls and will end six (6) days thereafter. For example, for December 2020, as December 1 falls on a Tuesday, Week #1 will end on Monday, December 7. The final week of a month will end on the last day of the month with the final week perhaps last for a period of other than seven (7) days. For example, December 2020 will consist of four (4) weeks, with the fourth week ending on a Thursday, December 31 (as opposed to Monday, December 28). The specific number of weeks comprising each month as well as the specific duration of the final week of each month will be posted at all U.S. Fogo De Chão restaurant locations and at <https://fogodechao.com/group-dining>.
- c. September 2020 will begin on Monday, September 21 and end on Wednesday, September 30. The month of September 2020 will only consist of that ten (10) day period (i.e., “week”).
- d. Sponsor may cease offering the Sweepstakes for any reason by posting a notice to such effect at <https://fogodechao.com> and at all U.S. Fogo de Chão restaurant locations at least two (2) weeks prior to the next month of the Sweepstakes. Notwithstanding the foregoing, Sponsor reserves the right to cancel the Sweepstakes during a given month due to pandemic/epidemic, natural cataclysm, riot, strike, materials shortage, civil commotion, governmental action or other *force majeure* event); in such case, Sponsor will post notice at <https://fogodechao.com> and at all U.S. Fogo de Chão restaurant locations (to the extent feasible).

2. HOW TO ENTER.

- a. Visit <https://fogodechao.com> and click on the Private Dining tab. (Alternatively, access the Private Dining page directly at <https://fogodechao.com/group-dining>.) A pop-up window with an entry form will appear on-screen.
- b. Complete the entry form with all required information (that is, your name, email address and city/state of residence) and click the "ENTER TO WIN" button.
- c. To be eligible for a given weekly random drawing, the completed entry must be received by 11:59:59 p.m. Eastern Time ("ET")/10:59:59 p.m. Central Time ("CT") on the last day of the applicable week. (For September 2020, completed entry must be received by September 30 at 11:59:59 p.m. ET/10:59:59 p.m. CT.)
- d. **You are not required to book an event at a (U.S.) Fogo de Chão restaurant location nor will doing so increase your chances of winning a prize in the Sweepstakes.**
- e. Before entering the Sweepstakes, you are advised to review Sponsor's privacy policy to learn how Sponsor will use and share personal information collected from you when entering. The privacy policy is accessible at <https://fogodechao.com/privacy-policy/>.

3. ENTRY RESTRICTIONS.

- a. **Limit of one (1) entry per person per month.**
- b. Use of automated, programmed or similar means of entry, as well as third party sweepstakes/contest entry services, is prohibited.
- c. Proof of submission of completed entry form does not constitute proof of receipt of same or proof of entry in the Sweepstakes.
- d. Receipt of entry may be acknowledged by Sponsor but any such acknowledgment is not otherwise binding upon Sponsor.
- e. If you enter via mobile device, you will be responsible for wireless Internet access and other charges of wireless carrier. Wireless Internet access is not available in all areas.
- f. Sponsor shall resolve disputes as to identity of entrant based on its determination in its sole discretion of the Authorized Account Holder of the email address provided on entry form. (Authorized Account Holder is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.)

4. RANDOM DRAWING.

- a. One Winner will be selected each week in a random drawing comprised of all eligible entries received during that week and non-winning eligible entries from any preceding week(s) in the corresponding month. Non-winning eligible entries will NOT be retained for subsequent months. (For clarity, one winner will be selected for September 2020 from among all eligible entries received between September 21 and September 30 at 11:59:59 p.m. ET/10:59:59 p.m. CT. Non-winning eligible entries from September 2020 will not be retained for subsequent months.)
- b. Each eligible non-winning entrant will receive one (1) \$25 voucher good toward a full churrasco experience (dinner or lunch) at any U.S. Fogo de Chão restaurant location as per Rule 6 below. To claim voucher, eligible non-winning entrant must go to a U.S. Fogo de Chão restaurant location within (45) days after the month in question and show the Sales Manager a print-out or screen-shot of his/her non-winning entry form as well as

valid, government-issued photo identification. Sales Manager may refuse to provide voucher if he/she determines in his/her sole discretion that claim is not valid; and, in such case, Sponsor as well as corresponding Fogo de Chão restaurant location will not have any liability to such individual. A given person may only receive a maximum of one (1) \$25 voucher per month (including September 2020); see also Rule 3a above.

- c. Sponsor will conduct each week's random drawing approximately three (3) business days following the conclusion of that week. For September 2020, the random drawing will be conducted on or about October 5, 2020.

5. WINNER NOTIFICATION.

- a. Winners will be notified by email and telephone (if provided) and will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful), within five (5) business days of date of notification to the Sales Manager at the Fogo de Chao restaurant location selected on their entry.
- b. Prize will be forfeited without compensation of any kind if:
 - (i) Winner fails to timely complete/sign/return the Affidavit;
 - (ii) Sponsor cannot contact the winner despite making commercial reasonable efforts to do so; or
 - (iii) Sponsor determines that the winner is in violation of these Official Rules (for example, winner is not eligible).
- c. In the event of prize forfeiture, Sponsor will select an alternate winner from among all remaining eligible entries received for the corresponding week's drawing.

6. PRIZE/ODDS OF WINNING.

- a. Prize is an event of (90) minutes for the winner and up to fourteen (14) friends (21 years of age or older) at winner's choice of U.S. Fogo de Chão restaurant locations (subject to approval of Sponsor in its sole discretion), consisting of:
 - (i) Appetizers and shrimp cocktail display;
 - (ii) Half-price alcohol beverages during event;
 - (iii) Non-alcohol beverages during event;
 - (iv) For winner and each friend in attendance at event, \$25 voucher good toward a full churrasco experience (dinner or lunch) at any U.S. Fogo de Chão restaurant location (valid for a future dining experience; voucher is subject to terms and conditions indicated thereon, including expiration date). Value in Puerto Rico \$25.
- b. The prize has a total approximate retail value of up to \$750 subject to restrictions in Rule 7g below. Value in Puerto Rico \$750.
- c. Odds of winning the prize depend on the number of eligible entries received for each week's drawing. Odds of winning the prize for September 2020 depend on the number of eligible entries received between September 21 and September 30, 2020 at 11:59:59 p.m. ET/10:59:59 p.m. CT.

7. PRIZE RESTRICTIONS.

- a. Limit of one (1) prize per person/family/household during any given six (6) month period.
- b. Prize must be accepted as awarded. No prize substitution or cash redemption is allowed by winner; but, Sponsor may award an alternate prize of comparable value for any reason including inability to offer event due to inclement weather (see also Rule 8).

- c. Prize is not transferable without the prior written consent of Sponsor, which may be granted or withheld in its sole discretion and without liability of any kind.
- d. Date of event is subject to availability of corresponding, approved Fogo de Chão restaurant location, including blackout/holiday dates. Winner must provide at least (30) days' notice to corresponding, approved Fogo de Chão restaurant location in advance of preferred date for event, with the actual event date being subject to approval by corresponding, approved Fogo de Chão restaurant location and Sponsor in their sole discretion. As such, event may not be held on winner's first choice of date.
- e. Provision of alcohol beverages to winner and friends at event is made contingent upon winner/friend providing the alcohol beverage server with valid, government-issued photo identification establishing that they are 21 years of age or older, payment in full of the remaining cost of the alcohol beverage at the time of request, and server's determination in his/her independent, professional judgment that the winner/friend has not already consumed too great a quantity of alcohol so as to pose a danger or threat to him/herself or other persons. Should alcohol beverage server conclude that winner/friend should not be provided alcohol beverages for either of the above reasons or if winner/friend is acting in an inappropriate, anti-social or aggressive manner as determined by server or other personnel from corresponding, approved Fogo de Chão restaurant location, in their sole discretion, Sponsor as well as server, other restaurant personnel and the corresponding, approved Fogo de Chão restaurant location shall not have any liability to winner/friend under any legal theory. Should winner/friend act in an inappropriate, anti-social or aggressive manner, Sponsor and corresponding, approved Fogo de Chão restaurant location may take any and all necessary and appropriate actions to protect their rights including termination of event (for winner), ejection from event (for friend) and contacting the police. ALCOHOL CONSUMPTION IS ENTIRELY AT THE RISK OF THE WINNER/FRIEND. SPONSOR AND CORRESPONDING, APPROVED FOGO DE CHÃO RESTAURANT LOCATION DISCLAIM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DRAM SHOP LIABILITY, IN CONJUNCTION WITH PROVISION OF ALCOHOL BEVERAGES TO WINNER/FRIENDS.
- f. Winner must provide representative of corresponding, approved Fogo de Chão restaurant location with a listing of all friends who will attend event in conjunction with return of completed/signed Affidavit as per Rule 5a above. Personnel at corresponding, approved Fogo de Chão restaurant location reserve the right to deny admission to any person who does not furnish valid government-issue photo identification establishing his/her identity to the satisfaction of restaurant personnel.
- g. Should winner have fewer than fourteen (14) friends accompany him/her to event, prize will be awarded in increments appropriate for actual number of attendees at event and he/she will not receive an alternate prize or compensation of any kind. Without limitation, prize will only include a \$25 voucher for each friend in attendance at event.
- h. Winner and friends must at all times conduct themselves in an appropriate, socially responsible and courteous manner before/during/after event as well as following all instructions of personnel of corresponding, approved Fogo de Chão restaurant location; the preceding includes but is not limited to the alcohol beverage server as per subsection g above. Failure to do so will result in termination of event (should winner violate the preceding conduct requirement) or ejection from event (should friend[s] violate the preceding conduct requirement); and, if the conduct in question is determined by Fogo de Chão restaurant personnel (including alcohol beverage server, as applicable) to be sufficiently egregious, such action may be taken without issuance of a warning.
- i. All unspecified expenses in conjunction with acceptance and use of prize are the winner's

sole responsibility, including travel to and from corresponding, approved Fogo de Chão restaurant location to attend event and cost of full churrasco experience in addition to \$25 voucher value. In addition, if winner (or friend[s]) use a taxi/care services because they are impaired and cannot safely operate a motor vehicle, such expenses will also include the cost of a taxi/car service from corresponding, approved Fogo de Chão restaurant location to residence of winner/friend.

- j. All taxes on prize are also the winner's sole responsibility and Sponsor will issue winner an IRS 1099 Tax Form reflecting the fair market value of the prize. Winner further agrees to cooperate fully with Sponsor relative to the issuance of the IRS 1099 Tax Form, including by completing an IRS W9 Form with his/her Social Security Number upon request.

8. ADDITIONAL PRIZE RESTRICTIONS: COVID 19

- a. Winner and friends each understand and agree that indoor gatherings are inherently dangerous due to the COVID-19/Coronavirus epidemic/pandemic which is a highly contagious and communicable disease for which there is currently no known vaccine; and, to the fullest extent permitted by law, each assumes any and all risks of illness, injury or even death which may arise directly or indirectly, in whole or in part, from attendance at the event.
- b. While corresponding, approved Fogo de Chão restaurant location will closely follow all cleaning and safety protocols in accordance with all applicable laws and regulations so as to prevent the spread of COVID-19/Coronavirus, winner and friends understand that it is possible that he/she may still contract COVID-19/Coronavirus and/or infect others even if they are asymptomatic.
- c. Winner and friends further understand and agree that, in response to economic and/or social conditions engendered by COVID-19/Coronavirus (regardless if mandated by a governmental authority), Sponsor may be compelled to modify, postpone or even cancel outright the event on the originally approved date at the originally approved Fogo de Chão restaurant location with little (if any) advanced notice. In such case, Sponsor may allow winner to re-schedule the event for another time and/or at another Fogo de Chão restaurant location; however, Sponsor reserves the right in its sole discretion to substitute an entirely different prize of comparable value and such substitute prize shall constitute the entire liability of Sponsor.
- d. Winner and friends also understand and agree that Sponsor has not obtained any insurance for them relative to acceptance and use of the prize.
- e. In all cases, winner and friends, to the fullest extent permitted by law, indemnify, release and agree to hold harmless Sponsor from any and all liability which may arise directly or indirectly, in whole or in part, from the prize related directly or indirectly, in whole or in part, to COVID-19/Coronavirus.

9. LIMITATIONS OF LIABILITY.

- a. Sponsor assumes no liability or responsibility for:
 - (i) late, lost, illegible/garbled, corrupted, incomplete, inaccessible/blocked, jumbled, damaged or misdirected entries (all of which are void);
 - (ii) any incomplete, incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error;

- (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site, entries or the pop-up window featuring the entry form;
- (iv) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof which prevents the Sweepstakes from being offered as intended;
- (v) or for injury or damage to entrant's or to any person's mobile device or desktop computer (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in Sweepstakes.

- b. Sponsor disclaims any and all liability for any error in advertising or offering the Sweepstakes.
- c. Sponsor's failure to enforce any provision of these Official Rules on a given occasion will not constitute the waiver of such provision.
- d. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

10. *FORCE MAJEURE.* If the Sweepstakes cannot be conducted as originally planned due to any cause beyond Sponsor's control (by way of example only, pandemic/epidemic, materials shortage, riot, strike, civil commotion, government order/action; natural disaster, act of fraud or unauthorized human intervention), Sponsor may cancel, suspend, or modify the Sweepstakes (in whole or in part) and conduct the Sweepstakes making the prizes available in a manner which is determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. See also Rule 1d above. Notice of such action by Sponsor will be posted at <https://fogodechao.com/group-dining> and at all U.S. Fogo de Chão restaurant locations (to the extent feasible).

11. *RELEASE OF LIABILITY.* By participating in the Sweepstakes, an entrant indemnifies, releases and agrees to hold harmless

- (i) Sponsor;
- (ii) its parent company, subsidiaries, affiliates, individual Fogo de Chão restaurant locations; and
- (iii) the employees, officers, directors, representatives, agents, shareholders, successors and assigns of any of the foregoing organizations

from any and all liability or injury arising directly or indirectly, in whole or in part from participation in the Sweepstakes, participation in any Sweepstakes-related activity or acceptance, possession, receipt, use or misuse of the prize. See also Rule 8e above.

12. *RELEASE OF PUBLICITY.* By accepting a prize in the Sweepstakes, winner grants to Sponsor and its designees the right to use his/her name, image, photo, likeness, publicly available information and other indicia of his/her persona for advertising, trade and publicity purposes without further compensation or notice or approval of any kind, except where prohibited by law.

13. *TAMPERING.* Attempting to tamper with the Sweepstakes/attempting to undermine the intended operation of the Sweepstakes; violation of these Official Rules; or any attempt to defraud Sponsor in conjunction with the Sweepstakes will result in disqualification from the Sweepstakes and the possible prohibition on such individual's participation in future

sweepstakes/contests/promotions offered by Sponsor. Beyond the preceding, Sponsor reserves the right to pursue all other available legal remedies to the fullest extent of the law.

14. DISPUTES.

- a. All entrants agree that any dispute regarding the Sweepstakes or these Official Rules will be brought in the city and county of Dallas, Texas and irrevocably waive any claim or defense that such court does not have personal jurisdiction over entrant or that it is an inconvenient forum for such dispute.
- b. All entrants further agree, to the fullest extent permitted by law, that any dispute will be brought individually and not as part of a class action within one (1) year after such cause of action arose (with it thereafter being forever barred) and that their recovery in same will be limited to actual out-of-pocket costs incurred in participating in the Sweepstakes (if any), with the right to any other damages (including but not limited to incidental, compensatory, consequential and punitive damages) or other relief as well as attorneys' fees being expressly waived.
- c. All entrants further agree that any dispute regarding the Sweepstakes or these Official Rules will be resolved pursuant to the laws of the State of Texas without regard to conflict of law or choice of law provisions.

15. WINNERS' LIST. Names of winners (first name, last initial, city/ state) are available by sending a self-addressed stamped envelope to Sponsor, Happy Hour Sweepstakes ATTN: Marketing, at the address below. Be sure to include the month/year you are inquiring about. The winners' list for a given month will be available beginning three (3) weeks after conclusion of that month. But, requests will only be accepted for two (2) weeks after the conclusion of a given month. For September 2020, the winner's list will be available beginning on or about October 22, 2020 and requests for same must be received by October 16, 2020.

Sponsor: Fogo De Chão (Holdings) Inc. 5908 Headquarters Dr. Ste. K150, Plano, TX 75024, 972-960-9533.

ABBREVIATED RULES – THE BELOW SHOULD BE INCLUDED IN ALL PROMOTIONAL MESSAGING FOR THE SWEEPSTAKES

NO PURCHASE NECESSARY. Promotion ends on December 31, 2020. Open to all legal residents, 21 and over, within 25 miles of a Fogo de Chão restaurant in the 50 US, DC, and Puerto Rico. Odds of winning depend on number of eligible entries received. Other restrictions apply. For the complete rules visit www.fogodechao.com/group-dining. Sponsored by Fogo de Chão (Holdings) Inc. 5908 Headquarters Dr, Ste K200, Plano, TX 75024.