

MERCEDES-BENZ® C-CLASS® SEDAN SWEEPSTAKES

OFFICIAL RULES

THIS CHEESECAKE FACTORY OSCAR & EVELYN OVERTON CHARITABLE FOUNDATION MERCEDES-BENZ® C-CLASS® SEDAN SWEEPSTAKES (THE "SWEEPSTAKES") IS FOR THE BENEFIT OF THE CHEESECAKE FACTORY OSCAR & EVELYN OVERTON CHARITABLE FOUNDATION ("FOUNDATION"). THE FOUNDATION IS A 501(C)(3) NONPROFIT ORGANIZATION. CONTRIBUTIONS TO THE FOUNDATION ARE TAX EXEMPT TO THE EXTENT PROVIDED BY LAW.

1. **SPONSOR:** THE SWEEPSTAKES IS SPONSORED BY THE FOUNDATION ("SPONSOR"). ALL DECISIONS OF THE SPONSOR CONCERNING THE SWEEPSTAKES AND INTERPRETATION OF THE OFFICIAL RULES ARE BINDING.
 2. **OVERVIEW AND ENTRY DEADLINES:** The Sweepstakes begins at 12:01a.m. ("PT") on March 1, 2017 and ends at 6:00p.m. PT on June 26, 2017 (the "Sweepstakes Period"). All Sweepstakes Entries (as defined below) must be received by 6:00p.m. on June 26, 2017.
 3. **ELIGIBILITY:** The Sweepstakes is offered only to persons age 18 and older, or of age of majority in their state of residence, whichever is older, who have a valid driver's license and: (i) has sold, or is an employee, broker, agent, contractor, subcontractor or immediate family member (as described below) of any person who has sold, any products or services to The Cheesecake Factory Incorporated or its subsidiaries or affiliates within the 12 months prior to commencement of the Sweepstakes Period; or, (ii) is an employee or immediate family member of an employee of The Cheesecake Factory Incorporated (or any of its subsidiaries or affiliates); collectively, "The Cheesecake Factory") however, any person directly involved in the development or execution of this Sweepstakes, or such person's immediate family members (spouse, parents, siblings and children and their spouses and in-laws) and persons living in the same household of any such person is ineligible to enter. The Sweepstakes is void outside of the United States and where prohibited or restricted by law. The Sweepstakes and any website pages and advertisements relating thereto, are intended for viewing only within the United States. Eligibility will be determined by Sponsor in its sole discretion.
 4. **NO PURCHASE OR PAYMENT NECESSARY:** While no purchase, donation or payment of any kind is necessary to enter or win this Sweepstakes (nor will such purchase, donation or payment increase your chances of winning), all net proceeds from donations made in conjunction with the sweepstakes will benefit the Foundation.
 5. **HOW TO ENTER THE SWEEPSTAKES: There are three ways to enter:**
 - a. **Online Donation:** Donate at least \$100 to the Foundation by visiting www.thecheesecakefactory.com/takeachance and click on Official Rules. Complete and submit the donation form and perform all other necessary steps in order to process the donation. Upon completion of the donation, entrant (as defined in Section 10) will automatically receive the greater of either: (i) one (1) entry into the Sweepstakes for each full \$100 donated to the Foundation in conjunction with the Sweepstakes; (ii) three (3) entries into the Sweepstakes for each full \$250 donated to the Foundation in conjunction with the Sweepstakes; or, (iii) fifteen (15) entries into the Sweepstakes for each full \$1,000 donated to the Foundation in conjunction with the Sweepstakes. For example, an entrant donating \$200 to the Foundation in conjunction with the Sweepstakes will receive two (2) entries in the Sweepstakes, an entrant so donating \$250 will receive three (3) such entries, an entrant so donating \$350 will receive four (4) such entries and an entrant so donating \$500 will receive six (6) such entries. All donations must be made by 5:00p.m. on June 23, 2017 to be eligible for the Sweepstakes. You must complete all required information to be eligible for the Sweepstakes. Entries having incomplete information may be disqualified and ineligible to win.
 - b. **Mail-In Donation:** Mail donation of at least \$100 to the Foundation at Mercedes-Benz® C-Class® Sedan Sweepstakes, The Cheesecake Factory Oscar & Evelyn Overton Charitable Foundation, 26901 Malibu Hills Rd., Calabasas Hills, CA 91301 and include a fully completed and properly filled out donation form, which can be found at www.thecheesecakefactory.com/takeachance. Mail-in donations, including a fully completed and properly filled out donation form, must be completed and postmarked by June 20, 2017 and received, accepted and processed by The Cheesecake Factory by June 23, 2017 to be eligible for the Sweepstakes. Upon completion of the donation, entrant will automatically receive the greater of either: (i) one (1) entry into the Sweepstakes for each full \$100 donated to the Foundation in conjunction with the Sweepstakes; (ii) three (3) entries into the Sweepstakes for each full \$250 donated to the Foundation in conjunction with the Sweepstakes; or, (iii) fifteen (15) entries into the Sweepstakes for each full \$1,000 donated to the Foundation in conjunction with the Sweepstakes. For example, an entrant donating \$200 to the Foundation in conjunction with the Sweepstakes will receive two (2) entries in the Sweepstakes, an entrant so donating \$250 will receive three (3) such entries, an entrant so donating \$350 will receive four (4) such entries and an entrant so donating \$500 will receive six (6) such entries. You must complete all required information to be eligible for the Sweepstakes. Entries having incomplete information may be disqualified and ineligible to win.
 - c. **In Person Donation:** Donate at least \$100 to the Foundation at the Thirteenth Annual Charity Golf Tournament (the "Tournament") at North Ranch Country Club in Westlake, CA, on June 26, 2017 by no later than 6:00p.m. PT. Complete and submit the donation form and perform all other necessary steps in order to process the donation. Upon completion of the donation, entrant will automatically receive the greater of either: (i) one (1) entry into the Sweepstakes for each full \$100 donated to the Foundation in conjunction with the Sweepstakes; (ii) three (3) entries into the Sweepstakes for each full \$250 donated to the Foundation in conjunction with the Sweepstakes; or, (iii) fifteen (15) entries into the Sweepstakes for each full \$1,000 donated to the Foundation in conjunction with the Sweepstakes. For example, an entrant donating \$200 to the Foundation in conjunction with the Sweepstakes will receive two (2) entries in the Sweepstakes, an entrant so donating \$250 will receive three (3) such entries, an entrant so donating \$350 will receive four (4) such entries and an entrant so donating \$500 will receive six (6) such entries. All donations must be made at the Tournament by 6:00p.m. on June 26, 2017 to be eligible for the Sweepstakes. You must complete all required information to be eligible for the Sweepstakes. Entries having incomplete information may be disqualified and ineligible to win.
 - d. **Voluntary Payroll Deduction:** Employees who are Managers, Operations Support Technicians or, corporate staff members of The Cheesecake Factory may enter the Sweepstakes by donating at least \$100 by way of a Manager's Voluntary Payroll Deduction form provided by The Cheesecake Factory. Such Employee Managers must complete and submit the Manager's Voluntary Payroll Deduction form and such form must be received, accepted and processed by The Cheesecake Factory by June 15, 2017 to be eligible for the Sweepstakes. Upon completion of the donation, entrant will automatically receive the greater of either: (i) one (1) entry into the Sweepstakes for each full \$100 donated to the Foundation in conjunction with the Sweepstakes; (ii) three (3) entries into the Sweepstakes for each full \$250 donated to the Foundation in conjunction with the Sweepstakes; or, (iii) fifteen (15) entries into the Sweepstakes for each full \$1,000 donated to the Foundation in conjunction with the Sweepstakes. For example, an entrant donating \$200 to the Foundation in conjunction with the Sweepstakes will receive two (2) entries in the Sweepstakes, an entrant so donating \$250 will receive three (3) such entries, an entrant so donating \$350 will receive four (4) such entries and an entrant so donating \$500 will receive six (6) such entries. You must complete all required information to be eligible for the Sweepstakes. Entries having incomplete information may be disqualified and ineligible to win.
 - e. **Mail-In:** In lieu of entering the Sweepstakes by making a donation to the Foundation, on a plain 3" x 5" card, legibly handprint or type your name, complete address, city, state, zip code, phone number (including area code), signature, email address (if any) and a description of the basis for your Eligibility (see Section 3, Eligibility, above). Then, mail the fully completed 3" x 5" card in a postage-affixed sealed envelope to: Mercedes-Benz® C-Class® Sedan Sweepstakes, The Cheesecake Factory Oscar & Evelyn Overton Charitable Foundation, 26901 Malibu Hills Rd., Calabasas Hills, CA 91301. Mail in entries must be postmarked by June 20, 2017 and be received by June 23, 2017. No mechanically or programmatically reproduced entries are permitted. One (1) entry per envelope. Submitting a Mail-In entry and signing the entry constitutes the entrant's agreement that he or she accepts these Official Rules. Only entries that are filled out completely and, as appropriate, legibly and that are signed will be eligible for the Sweepstakes. Sponsor assumes no responsibility for lost, mutilated, misdirected, illegible, partially completed, late or postage due entries.
- Valid entries into the Sweepstakes are hereafter individually referred to as a "Sweepstakes Entry" or as an "Entry" or "entry" and collectively as the "Sweepstakes Entries," "Entries" or "entries." Any use of automated, robotic, macro, programmed or similar quick-entry programs is prohibited.
6. **ADDITIONAL ENTRIES:** Entrants who receive a Sweepstakes Entry between May 16, 2017 and May 21, 2017 (the "Bonus Period") are eligible for an opportunity to receive additional Sweepstakes Entries. Each entrant receiving a Sweepstakes Entry during the Bonus Period will receive one entry for a bonus drawing for each such entry (a "Bonus Entry"). The Sponsor will conduct a random drawing of all Bonus Entries on or about 7:00p.m. May 21 2017, to select three (3) entrants. The first entrant selected by Sponsor will receive one additional Sweepstakes Entry, the second entrant selected by Sponsor will receive three additional Sweepstakes Entries and the third entrant selected by Sponsor will receive fifteen (15) additional Sweepstakes Entries. Odds of being selected by Sponsor depend on the number of eligible Sweepstakes Entries received during the Bonus Period.
 7. **SELECTION OF THE SWEEPSTAKES WINNER:** The Sponsor will conduct a random drawing of all eligible Sweepstakes Entries on or about 7:00p.m. June 26, 2017 to select the winner of the Grand Prize in the Sweepstakes. Odds of winning the Sweepstakes Grand Prize depend on the number of eligible Sweepstakes Entries received during the Sweepstakes Period.

8. **NOTIFICATION OF THE SWEEPSTAKES GRAND PRIZE WINNER:** The potential Grand Prize winner of the Sweepstakes will be notified either in person, by telephone, email and/or mail on or about June 28, 2017. If the potential Sweepstakes Grand Prize winner cannot be personally contacted within two (2) days from the first notification attempt, then such person may be disqualified at Sponsor's discretion and an alternate winner may be selected via random drawing. Although Sponsor may, in its sole discretion, choose to leave a message or messages on the potential Sweepstakes Grand Prize winner's voicemail service or answering machine, such messages are solely to facilitate live contact within the two (2) day period and do not constitute being personally contacted for purposes of these Official Rules. With respect to telephone notification attempts, such notification will be deemed given when a message is left on the potential winner's voicemail service or answering machine by Sponsor or when Sponsor has been unsuccessful in reaching the potential winner by telephone after three attempts, whichever occurs first.
9. **SWEEPSTAKES PRIZE: ONE (1) GRAND PRIZE:** The Grand Prize will be determined based upon the total amount of donations received by the Foundation in conjunction with the Sweepstakes ("Total Donations"), in accordance with the following:
- (i) If Total Donations are less than \$50,000: Grand Prize is a cash prize equal to 50% of Total Donations.
 - (ii) If Total Donations are equal to or greater than \$50,001: Grand Prize consists of one (1) All-New 2017 Mercedes-Benz® C-Class® sedan (the "Mercedes-Benz®"). The Manufacturer's Suggested Retail Price ("MSRP") of the Mercedes-Benz® awarded is not to exceed \$39,500. The Total Approximate Retail Value ("ARV") of the Grand Prize inclusive of the MSRP of \$39,500, and Destination and Handling Charges of \$925.00 is \$40,425. Any difference between stated ARV and actual value of Grand Prize will not be awarded. Grand Prize winner will be solely responsible for all car title, license and registration fees, emissions inspection, insurance, gasoline, vehicle maintenance and all other fees and expenses associated with the receipt and use of the prize vehicle not expressly specified in these Official Rules, including but not limited to any additional vehicle equipment or optional features. The interior and exterior colors of the all-new Mercedes-Benz® will be determined by Sponsor. Grand Prize winner must provide proof of valid insurance and a valid driver's license to take delivery and must take delivery wherever designated by Sponsor at the time designated by Sponsor. In lieu of taking title to the Mercedes-Benz® the Grand Prize winner may elect to receive twenty five thousand dollars (\$25,000) in cash (the "Cash Option"). Total ARV of the Grand Prize is \$25,000 if Grand Prize Winner elects the Cash Option.
- Grand Prize winner will be solely responsible for any and all federal, state and local taxes on prize. Prize is non-transferable. Except as specifically set forth in these Official Rules, no substitution, cash redemption, assignment, or transfer of any prize is permitted, however, the Sponsor reserves the right to substitute a prize of equal or greater value in the event that the offered prize is unavailable for any reason. Grand Prize winner must supply the Sponsor with his/her social security number for tax purposes and agree to a criminal background check.
10. **RELEASES/TAXES:** Before the potential Sweepstakes Grand Prize winner is deemed to be the official Sweepstakes winners, he or she will be required to execute an Affidavit of Eligibility and a Publicity/Liability Release in the form provided by Sponsor (except where prohibited) ("Affidavit/Release"). Signed copies of the Affidavit/Release must be returned by the date noted on the form. If signed copies of the Affidavit/Release are not returned within that time, or if a potential winner is found to be ineligible, or if a potential winner does not comply with the Official Rules, then such potential winner may be disqualified. If prizes or prize notifications are returned as undeliverable, then such potential winners may be subject to disqualification. All federal, state or other tax liabilities (including income taxes) arising from each prize awarded in this Sweepstakes will be the sole responsibility of each official winner. The Sweepstakes Grand Prize winner will be issued an IRS form 1099.
11. **DISQUALIFICATION:** In the event a potential Sweepstakes Grand Prize winner is deemed ineligible or disqualified for any reason under the provisions of these Official Rules, then an alternate winner will be selected via a random drawing.
12. **SWEEPSTAKES CONDITIONS:** This Sweepstakes is subject solely to the applicable federal, state and local laws of the United States. By participating, persons submitting a Sweepstakes Entry (each, an "entrant" and collectively, the "entrants") agree that only the laws of the United States shall be applicable to this Sweepstakes and their participation in this Sweepstakes. By participating in the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and any other documents required by Sponsor (including, without limitation, the Affidavit of Eligibility and Publicity/Liability Release referenced herein) and by the decisions of the Sponsor and to waive any right to claim ambiguity in this Sweepstakes, the Official Rules or any other documents required by Sponsor (including, without limitation, the Affidavit of Eligibility and Publicity/Liability Release referenced herein), (ii) to indemnify, defend and hold harmless the Sponsor, The Cheesecake Factory Incorporated (including its subsidiaries and affiliates), and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the "Released Parties") from any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses arising out of or related to any statement, action or failure to act by entrant during or in connection with the entrant's participation in the Sweepstakes and/or any breach or alleged breach by entrant of these Official Rules or of any other documents required by Sponsor (including, without limitation, the Affidavit of Eligibility and Publicity/Liability Release referenced herein), and, (iii) not to sue and to hereby irrevocably and unconditionally release, waive and forever discharge the Released Parties, from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant (or entrant's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, the acceptance, possession, misuse or use of the prizes and/or the use of any of the rights granted herein. Sponsor shall not be liable for failure to perform any of its obligations hereunder resulting directly or indirectly from or contributed to by any acts of God, acts of an entrant, acts of civil or military authority, terrorism or terrorist threats, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack or inability to obtain materials, components, labor or fuel supplies, or other circumstances beyond the Sponsor's reasonable control, whether similar or dissimilar to the foregoing.
13. **PRIVACY POLICY:** Sponsor may collect information that you provide to enter the Sweepstakes and will use personal information you provide to enter the Sweepstakes to actually conduct the Sweepstakes. Sponsor may further use such personal information to send you information about Sponsor or The Cheesecake Factory Incorporated (including its subsidiaries and affiliates). Sponsor will provide you with an opportunity to opt-out of receiving this information at any time after you first receive such information from Sponsor. Sponsor may also provide such personal information you provide to enter this Sweepstakes to third party fulfillment companies so that such companies may process and deliver prizes to winners.
14. **LIMITATIONS OF LIABILITY:** Sponsor is not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Sweepstakes Entries, whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications, or other types of malfunctions or interferences, and/or for online entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors or failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Sweepstakes, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the collection and processing of entries, the announcement of a prize or in any Sweepstakes-related materials. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. If for any reason any portion of this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select the potential winners from those eligible entries received up to the cancellation/suspension date. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY SWEEPSTAKES-RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
15. **DISPUTES:** 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 appropriate Federal or state courts located in Los Angeles, California; (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 and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. 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 the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
16. **RULES/WINNERS LIST:** To receive an additional copy of these rules or the names of the prize winners, you must send a self-addressed, stamped envelope to: 2017 Mercedes-Benz® Sweepstakes OFFICIAL RULES, The Cheesecake Factory Oscar & Evelyn Overton Charitable Foundation, 26901 Malibu Hills Rd., Calabasas Hills, CA 91301 which must be received by no later than June 12, 2017. Please specify "Rules" or "Winners List." You may also view the Official Rules at www.thecheesecakefactory.com/takeachance.