

## **CONTEST OFFICIAL RULES**

No purchase necessary to enter or win the Johnny Rockets Shake Photo Contest. Must be 21 to enter. Void where prohibited by law. Certain restrictions apply. Contest begins at 12:00 AM Central Time (“CT”) on September 1, 2019 and ends at 11:59 PM CT on September 30, 2019. Odds of winning depend on number of entries received. Approximate ARV of all prizes: \$600. Sponsored by The Johnny Rockets Group, Inc., 1855 Boston Road, Suite 300, Wilbraham, MA 01095 (“Johnny Rockets”). ONLINE ENTRY ONLY.

### Johnny Rockets Shake Photo Contest

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT MAY BE REQUIRED.

#### **1. ELIGIBILITY AND SPONSOR:**

Johnny Rockets Shake Photo contest (“Contest”) is open to legal residents of the fifty (50) United States (except Florida, New York, and Rhode Island) and Washington D.C., who are at least 21 years of age or older as of the start of the Contest Period (“Entrants”). The Contest Period begins at 12:00 am CT on September 1, 2019 and ends at 11:59 pm CT on September 30, 2019 (“Contest Period”). The Contest is void in Florida, New York, Rhode Island, Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. The Contest is sponsored by The Johnny Rockets Group, Inc., 1855 Boston Road, Suite 300, Wilbraham, MA 01095 (“Sponsor” or “Johnny Rockets”), with assistance from The Fantastical, LLC and Dreambox Creations, Inc. (collectively, “Contest Entities”). Employees and officers of the Contest Entities, their parents, subsidiaries, and affiliates, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of this Contest and their immediate families and persons living in the same household are ineligible to participate in the Contest. Employees and officers of Johnny Rockets and its franchisees, their parents, subsidiaries, and affiliates, and their immediate families and persons living in the same household are also ineligible to participate.

#### **2. HOW TO ENTER THE SWEEPSTAKES. Online entries only, two ways to submit.**

1. During the Contest Period, visit the Johnny Rockets [Facebook / Instagram / Twitter] (the “Website”). There, you must follow the instructions on the Website posting for Johnny Rocket’s Shake Photo Contest, and you will receive one (1) entry into the Contest.
2. During the Contest Period, visit [www.johnnyrockets.com/shakephotocontest](http://www.johnnyrockets.com/shakephotocontest). There you must follow the instructions on the page for Johnny Rocket’s Shake Photo Contest, and you will receive one (1) entry into the Contest.

The selection date for the Contest is on or about October 4, 2019 (“Drawing Date”). No hand, mail-in or e-mail deliveries will be accepted. Incomplete, garbled, corrupted, illegible, obscene, indecent, inappropriate, profane, and offensive entries are void and will not be accepted. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Only one (1) entry per natural person per social media account. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the social media account governing the social media user ID was opened. Entries become the property of Sponsor, and are subject to Sponsor’s privacy policy located at <https://www.johnnyrockets.com/privacy-policy/>, and will not be acknowledged or returned.

3. **ODDS.** Odds of winning a prize depend on the number of eligible entries received.
4. **PRIZES:** 1 entrant will be chosen to receive \$250 cash and free shakes for a year (52 shakes total) only available in the United States and not available for exempt locations. ARV of grand prize: \$600.00. Entrant will be selected by Sponsor at Sponsor’s sole and absolute discretion, and / or by voting on Sponsor’s social platforms on the Drawing Date (“Selected Entrant”) and will be notified by private message through the Website or email, using the information provided in the entry on the same day or the day after the Drawing Date (“Notification”). Selected Entrant will be required to respond (as directed) within twenty-four (24) hours after Notification and provide shipping information to receive the prize. Selected Entrant’s failure to respond timely to the Notification may result in forfeiture of the prize, and in such case, Sponsor may select an alternate Selected Entrant by similar means from among the remaining eligible entries. The Selected Entrant may be sent an affidavit of eligibility/liability/publicity release (“Release”). Except where prohibited by law, the Release will state that Selected Entrant agrees to allow Sponsor to use (without additional compensation) his or her name, address, photograph, testimonial, likeness and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor’s website(s) and affiliated website(s)). Selected Entrant may also be required to provide name, email address, proof of age, birth date, current address and phone number, and proof of residency. Unless restricted by law, the Selected Entrant will be required to complete and return the Release within the time period specified therein. The prize may be forfeited, and in such case, an alternate Selected Entrant may be selected from among the remaining eligible entries if the Selected Entrant: (i) cannot be reached; (ii) does not respond to the Notification within the time period described above; (iii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive the prize or any portion of the prize for any reason. Non-compliance with these Official Rules may result in disqualification and selection of an alternate Selected Entrant. Limit one (1) prize per person and household.
5. **PRIZE CONDITIONS:** Each Contest Entrant hereby irrevocably and perpetually waives the right to assert as a cost of receiving any prize any and all costs of verification and redemption to redeem such prize and any liability which might arise from redeeming

(including income taxes) arising from this Contest will be the sole responsibility of each actual Contest prize winner. Except where prohibited by applicable law, regulation, rule or order, the Selected Entrant's entry and acceptance of any prize constitutes permission to Sponsor to use such person's name, city and state address, and if applicable, photograph, likeness, statements, biographical information, and voice for any and all promotional or advertising purposes in connection with this Contest and/or the Sponsor's business operations and product/service offerings, on a worldwide basis and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation of any amount or kind whatsoever. All Contest entries are subject to verification prior to awarding of any prize. Actual value of the prize awarded may be lower or higher at the time it is fulfilled. Any difference between actual value and ARV will not be awarded.

No substitution, transfer, or cash redemption of any prize is permitted, provided however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Prizes will be awarded by email and/or U.S. mail to the winners. In the case of prizes sent by mail, allow one to two weeks for delivery/fulfillment of the prize to the address provided in the Contest entry of the actual Contest prize winner.

6. **SWEEPSTAKES CONDITIONS: VOID WHERE PROHIBITED.** This Contest is subject to all applicable federal, state and local laws of the United States. By participating, each Contest Entrant hereby irrevocably and perpetually (a) agrees to be fully and unconditionally bound by these Official Rules and the decisions of the Sponsor and (b) waives any right to claim ambiguity in the Contest or these Official Rules. Each Contest Entrant hereby irrevocably and perpetually agrees to release, discharge, indemnify and hold harmless the Contest Entities and each of their respective officers, directors, employees, shareholders, attorneys, representatives and agents from and against any and all claims, judgments, damages, losses, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from (i) redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest, or (ii) printing, distribution, production or mailing/e-mailing/communication/transmission errors. Sponsor or its affiliates may rescind any promotion found to contain such errors, without liability, at its sole discretion. **NEITHER SPONSOR NOR ITS REPRESENTATIVES MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NEITHER SPONSOR NOR THE CONTEST ENTITIES ASSUME ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.**
7. **RESTRICTIONS:** The Contest Entities shall not be liable to the Selected Entrants for failure to supply any prize or any part thereof, by reason of any acts of God, any

action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond Sponsor's sole and reasonable control.

8. **LIMITATIONS OF LIABILITY:** The Contest Entities are not responsible for: (a) lost, late, misdirected, undeliverable, incomplete, illegible or indecipherable entries due to system errors or failures or otherwise, or faulty transmissions or other telecommunications malfunctions, bugs and/or problems; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Contest; (e) technical or human error that may occur or be encountered by Entrants in the entry process, or by the Contest Entities in the administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any Entrant's participation in the Contest or receipt or use of any prize. Sponsor may disqualify or prohibit an Entrant from participating in the Contest or receiving any prize if, in Sponsor's sole discretion, Sponsor determines or suspects that such Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unsafe or unfair playing practices (including the use of automated quick entry programs, or creating aliases to register more than once) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor's representatives. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other similar or dissimilar causes beyond the sole and reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper, safe and fair conduct of the Contest, then Sponsor reserves the right, exercisable at any time in Sponsor's sole discretion, to cancel, terminate, modify or suspend all or any part of the Contest. **CAUTION: ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE UNRESTRICTED RIGHT, EXERCISABLE AT ANY TIME IN SPONSOR'S SOLE DISCRETION, AND WITHOUT WAIVER OF OR LIMITATION ON ANY OF SPONSOR'S OTHER AVAILABLE LEGAL AND/OR EQUITABLE RIGHTS AND REMEDIES, TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM AND AGAINST ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.**
9. **LIABILITY RELEASE:** As a condition of entering, each Entrant agrees (and agrees to confirm in writing) as follows: (a) to release [Facebook, Inc. / Instagram, Inc. / Twitter, Inc.], each of the Contest Entities, their affiliates, subsidiaries, retailers, sales

representatives, distributors and advertising and promotional agencies, and each of their officers, directors, employees and agents (“Promotional Parties”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs.

10. **PRIVACY POLICY AND TERMS OF USE: YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO [FACEBOOK / INSTAGRAM / TWITTER].** BY ENTERING THIS CONTEST, EACH ENTRANT ACKNOWLEDGES THAT HIS OR HER FIRST NAME, LAST INITIAL AND HOMETOWN MAY BE ANNOUNCED ONLINE. ENTRANT FURTHER HEREBY ACKNOWLEDGES AND AGREES THAT: (i) THE ENTRANT HAS OPTED-IN TO JOHNNY ROCKETS PRIVACY POLICY LOCATED AT <https://www.johnnyrockets.com/privacy-policy/> AND (ii) BY OPTING-IN, THE ENTRANT HAS READ AND CONSENTS TO JOHNNY ROCKETS PRIVACY POLICY LOCATED AT <https://www.johnnyrockets.com/privacy-policy/>. EACH ENTRANT FURTHER ACKNOWLEDGES THAT IF S/HE IS CHOSEN AS AN ACTUAL PRIZE WINNER, CERTAIN OF HIS/HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES (AT LEAST AS REQUIRED BY LAW), INCLUDING, WITHOUT LIMITATION, ON AN ONLINE PAGE LISTING PRIZE WINNER(S).
  
11. **CHOICE OF LAW:** By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest shall be governed by the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of laws principles. By participating in the Contest, Entrants consent to the sole jurisdiction and venue of the federal, state and local courts located in Hampden County, Massachusetts.
  
12. **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
  
13. **RULES/PRIZE WINNERS’ LIST:** To obtain a copy of the winners’ list for the Contest (after October 1, 2019) send an email with “Shake Photo Contest” in the subject line, to, [social@johnnyrockets.com](mailto:social@johnnyrockets.com). All such requests must be received no later than October 31, 2019. These Official Rules will be posted on the Website.

Any questions, comments or complaints regarding this Promotion shall be directed to Sponsor and not to [Facebook / Instagram / Twitter]. This Promotion is in no way sponsored, endorsed or administered by, or associated with, [Facebook / Instagram / Twitter]. Copyright © 2019, The Johnny Rockets Group, Inc. All rights reserved.