Shane's Rib Shack The 'Big APPle Giveaway: VIP Weekend in New York for 2' Official Rules

1. Eligibility: This Shane's Rib Shack 'Wait & Win' Promotion ("Promotion") is open to persons who are (a) legal residents of the 50 United States and Washington, D.C. (excluding residents of New York); (b) 18 years of age or older as of 7/1/22; and (c) not on the (i) U.S. Bureau of Industry and Security's Denied Persons or Entity Lists, (ii) the U.S. Treasury Department's list of Specially Designated Nationals, (iii) the US Department of Commerce's Table of Denial Orders, or (iv) any other similar sanctions program maintained by the U.S. government. Employees of Shane's Rib Shack ("Sponsor") and its affiliates, subsidiaries, advertising and promotion agencies (including Arnall Golden Gregory, LLP) and suppliers that are involved in this Promotion (collectively, the "Promotion Participants"), and each of their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, and half-sister) and/or those living in the same household of each are not eligible. Void where prohibited by law.

2. How it Works: In order to be eligible to be entered into **The 'Big APPIe Giveaway**: **VIP Weekend in New York for 2'** Grand Prize Drawing, a guest must have the Shane's Rib Shack Mobile App, a Shack Rewards account, and be opted-in for text^{*1} alerts on or before 7/31/22. Participants will receive one (1) Grand Prize Entry ("Grand Prize Entry") into the Grand Prize Drawing for each qualifying action (as defined below). Qualifying Actions must be completed between 7/1/22 – 7/31/22 ("Promotion Period").

*1 Shack Rewards App Users may Opt-In for Text Alerts by texting **START** to **21241**.

Qualifying Actions:

Receive one (1) entry into the Grand Prize Drawing for each of the following actions during the month of July:

- A. Check-in*² after each visit
- B. Refer a Friend*³

*2 Ways to Check-in a visit:

a. In-App Ordering: participant may place an order by using the Shane's Rib Shack Mobile Application. Participant must be logged-in to his or her Shack Rewards account. To Order, Navigate to the "Order" tab, Select "Start a New Order", Select Restaurant Location, Add Menu Items to cart, & Process Payment. Upon completing the order, participant will automatically be checked-in and entered into the Grand Prize Drawing.

b. Online Ordering: participant may place an order via Shane's Online Ordering Website only at <u>shanesribshack.olo.com</u>. Participant must be logged-in to his or her Shack Rewards account prior to submitting the order. To Order, Select desired "Order Type", Select Restaurant Location, Add Menu Items to cart, & Process Payment. Upon completing the order, participant will automatically checked-in and entered into the Grand Prize Drawing. Orders submitted as "Guest Orders" will not be automatically entered into the Grand Prize Drawing. **Orders placed through 3rd party delivery services will not qualify for an entry into the Grand Prize Drawing**.

c. In-Store: participant may place an order by visiting a Shane's Rib Shack location. At the time of ordering, participant may either (i) scan participant's 'Earn QR code' from their Shane's Rib Shack Mobile App at the register or, (ii) subsequently enter the receipt barcode into their Shack Rewards account in-app or online (within 7 days of purchase but no later than July 31, 2022), upon which time participant will be automatically entered into the Grand Prize Drawing. Failure to enter the receipt barcode into their Shack Rewards account (i) within seven (7) days or (ii) before 7/31/22 will result in the final disqualification of the Grand Prize Entry. All eligible receipt barcodes must be entered by 7/31/22 to be included in the Grand Prize Drawing.

Guests May Enter Receipt Barcode into their Shack Rewards account via one of following methods:

- a. In App: Tap "Earn" then scan or manually enter numeric barcode found at the bottom of receipt or,
- **b.** Website: visit <u>www.shanesribshack.com/shackrewards</u> and log in to your Shack Rewards account, select "Check-In," enter the 12 or 13 digit numeric barcode found at the bottom of receipt, and select "Submit".

Voided or cancelled orders will also void Grand Prize Entry.

Participants may create a free Shack Rewards account by downloading the Shane's Rib Shack Mobile Application in the Apple or Google Play App store and tapping 'Sign Up'.

Note: Shack Rewards Members will use the same log in credentials when accessing their account in-app or online via <u>order.shanesribshack.com</u> or <u>shanesribshack.com/rewards</u>.

*³ Referring a Friend:

To invite a friend, app users may find their unique invite code in the "Refer a Friend" section found in the "MORE" tab of the Shane's app. App users may copy their unique referral code and send to a friend to use at sign up, or invite them directly by tapping the red "invite" button in the app.

To qualify as an entry, Referee must enter referral code at sign up <u>and</u> place their first order on or before 7/31/22. Purchase may be made in-app, in-store, or online. Referrals valid for new Shack Rewards members only.

Each friend referral and check-in completed in July counts as one (1) entry into the Grand Prize Drawing.

Shack Rewards members may refer a maximum of 10 guests during promotion period.

3. Grand Prize Drawing: Following the end of the Promotion Period, Sponsor, or its designated agent, will select winner by random drawing from among all eligible Entries during the Promotion Period on or about August 3, 2022 ("Grand Prize Drawing"). Grand Prize Drawing will be conducted by Sponsor, or its designated agent, as determined in its sole discretion. Exactly one (1) Grand Prize Winner (the "Grand Prize Winner"), will be selected from all eligible Entries received from ALL Participating Locations.

4. Verification: All prize claims are subject to verification. In the event of a printing, production or other error, neither the Sponsor nor the Promotion Participants shall have any liability beyond reasonable efforts to award the advertised number of prizes specified in these official rules. Qualifying Actions that are not obtained through authorized, legitimate channels or that are forged, altered, blank in whole or in part, reproduced, tampered with in any way, mutilated, incomplete or that contain printing, production, typographical, mechanical, or other errors are automatically void. No more than the advertised number of prizes will be awarded. Grand Prize Entries may not be transferred or sold.

5. Grand Prize:

The Grand Prize in the Promotion is as follows:

"The Big APPle Giveaway: VIP Weekend in New York for 2", consisting of 2 plane tickets to New York City, a 2-night Hotel Stay Accommodations within walking distance of Times Square, VIP New York Shane's Rib Shack tour & dinner, and \$2,000 Spending Cash.

Trip may be redeemed between 8/1/22 - 10/31/22.

ARV: \$2,430 - \$3,570. Actual value of travel may vary based on winner's selections. Prior to travel, winner is responsible for obtaining the proper travel documentation (e.g., passport). Winner hereby releases Sponsor from any duty to provide, check or verify any and all necessary passports, visas and tourist cards, birth certificates, vaccination certificates and any other travel or entry requirements ("Personal Documents"). Any expenses not mentioned in these Official Rules are the sole responsibility of winner(s).

All Prize winners will be required to sign an Affidavit of Eligibility /Liability and Publicity Release (where legal) prior to taking delivery of prize.

If a potential Grand Prize Winner(s) cannot be contacted within three (3) days of the first attempt to contact him/her, or if he/she fails to return the signed Affidavit of Eligibility/Liability and Publicity Release within three (3) days (subject to applicable law), or if the potential Grand Prize Winner is deemed ineligible for any other reason in Sponsor's sole discretion, the potential Grand Prize Winner will be disqualified and an alternate Grand Prize Winner will be selected in his/her place by random drawing from among the remaining eligible Entries.

6. LIMITATIONS OF LIABILITY. IN NO EVENT WILL SPONSOR OR ANY OF THE PROMOTION PARTICIPANTS BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE PROMOTION, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. General Rules: No substitution, cash redemption or transfer of any prize by winner permitted unless otherwise agreed to by Sponsor. All federal, state and local taxes are the sole responsibility of Winners. All federal, state and local laws and regulations apply. Persons found tampering with, hacking, illegally entering, or abusing any aspect of the Promotion will be immediately disqualified, in Sponsor's sole discretion. Sponsor is not responsible for lost or damaged receipts or failure to enter receipt barcodes by 7/31/22. Sponsor reserves the right to substitute prize of equal or greater value. Acceptance of prize constitutes permission to the Sponsor and its Promotion Participants to use Winners' names and likenesses/photograph/video for purposes of advertising and trade without further compensation, unless prohibited by law. Participants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Promotion, and the acceptance/use of prize. By participating in this Promotion, participants are not responsible for any typographical or other error in the printing, the offering or the announcement of any prizes or in the administration of the Promotion. The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

Sponsor, or its designated representative, will attempt to notify the potential Grand Prize Winners of his/her winning status via the telephone number provided in connection with the potential Grand Prize Winner's Entry. Before any prize is awarded, the potential Winner may be required to complete, sign, and return an Affidavit of Eligibility ("Affidavit") and, where lawful, a Liability/Publicity Release ("Release") (collectively, "Affidavit and Release") within 3 days. If the Affidavit and Release is not signed and returned prior to the time deadline indicated, or if a potential prize Winner does not meet eligibility criteria set forth in these Official Rules, or is otherwise unwilling or unable to comply

with these Official Rules, or cannot be contacted within 3 days, an alternate winner may be selected by Sponsor by random drawing from among the remaining eligible Entries. Upon receipt and verification of the Affidavit and Release and compliance with the Official Rules, all prize Winners will be contacted with further details as to how such prize winners may redeem the prize. No more than the advertised number of prizes will be awarded.

By participating in the Promotion, participants agree: (a) to comply with these Official Rules and the decisions of Sponsor and its agents, which shall be binding and final in all respects; (b) to release Sponsor and Promotion Participants from all liability, loss or damage arising out of participation in the Promotion or in connection with the awarding, receipt, possession, use and/or misuse of any prize; (c) to be contacted by Sponsor and/or its designated agents by telephone; and (d) that he/she acknowledges that neither Sponsor makes any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize, and disclaim all liability for the provision, quality or nature of any third-party products or services provided to Grand Prize Winner.

For the name(s) of the Grand Prize Winner, available after 8/1/22, send a separate, self-addressed, stamped (#10) envelope to: Shane's Rib Shack 'The Big APPle Giveaway' Winners List, 829 Fairways Court, Suite 200, Stockbridge, GA 30281.

8. SPONSOR: Shane's Rib Shack: 829 Fairways Court, Ste 200, Stockbridge, GA 30281.