

THE WHITE CASTLE TIME MACHINE 100TH BIRTHDAY CELEBRATION PROMOTION
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF AND WITHIN THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The White Castle Time Machine 100th Birthday Celebration Promotion ("Promotion") is sponsored by White Castle Management Co. ("Sponsor"), 555 Edgar Waldo Way., Columbus, OH 43215 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on May 1, 2021 at 12:00 PM (noon) Eastern Time ("ET") and ends on July 11, 2021 at 11:59:59 PM ET ("Promotion Period"). The Promotion consists of an "Instant Win Game" and a "Sweepstakes." The Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY:** This Promotion is offered only to legal residents of and within the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Officers, directors and employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (all such individuals and entities collectively referred to herein as the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's Game Plays (as defined below) associated with that household (determined by Sponsor and/or Administrator in its sole discretion) may be disqualified and any prize an entrant might have been entitled to win will not be awarded and may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PARTICIPATE:** During the Promotion Period, eligible entrants must visit <https://whitecastletimemachine.com> ("Website") and complete and submit the registration form including, but not limited to, his/her first and complete last name (no initials), valid e-mail

address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. There will be two (2) pools (each a "Pool") for entrants. Entrants who reside near a White Castle location (as determined by Sponsor in its sole discretion) will be entered into the "Restaurant Pool" and entrants who do not reside near a White Castle location (as determined by Sponsor in its sole discretion) will be entered into the "Retail Pool". Upon registering, entrant will be asked to answer a trivia question (trivia question is for fun). After registering or logging-in and answering the trivia question, the entrant must then follow the on-screen instructions to play the Instant Win Game ("Game Play"). After the Game Play, the entrant will receive notification on the Website screen as to whether he/she is a potential "Instant Winner" ("Notification"). Each entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Consolation Gift: All entrants who receive a non-winning message will receive a consolation gift ("Consolation Gift"). Each Consolation Gift will be awarded upon an entrant's first non-winning Game Play. Entrants in the Retail Pool will receive a White Castle Zoom background (estimated value \$0.50) and entrants in the Restaurant Pool will receive a White Castle discount code good for a buy one get one free combo meal (includes combos 1- 6) (estimate value \$7.49). Consolation Gifts are available while supplies. Limited quantity available. Limit: One (1) Consolation Gift per person.

Additional Game Plays and/or Sweepstakes Entries:

Upon entering the Promotion, an entrant may complete the below activities to earn more Game Plays and/or Sweepstakes entries:

- A. Upload a Receipt or Enter a Code:** To earn additional Game Plays and Sweepstakes entries, eligible entrants must obtain entry promo codes (each a "Promo Code") or receipts (each a "Receipt") during the Purchase Period via the following methods:
 - i. Make a Purchase and Upload Receipt:** An entrant may purchase any White Castle product from a participating White Castle restaurant or retailer that carries White Castle food products (each a "Qualifying Purchase") during the Promotion Period, while supplies last. An entrant may then follow the instructions on the Website to upload an image of the Qualifying Purchase receipt. The entrant may then follow the on-screen instructions to play the Instant Win Game and receive one (1) Game Play. Each entrant will automatically receive one (1) entry into the Sweepstakes after playing the Instant Win Game. Each Qualifying Purchase receipt may only be used once. **A Qualifying Purchase receipt must be dated during the Promotion Period to be valid. Any Game Play made using a Qualifying Purchase receipt dated outside of the Purchase Period will be voided and not eligible to win a prize.** The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB.

Prior to submitting the original register receipt, it is strongly recommended that entrants print and maintain the original or a photocopy for themselves

of all materials submitted. ENTRANTS SHOULD NOT SHOW OR GIVE A RECEIPT TO ANY STORE EMPLOYEE.

ii. Enter Promo Code Without a Purchase:

1. Mail-in Promo Code Request: To obtain a Promo Code without making a purchase from April 15, 2021 through June 25, 2021, an entrant may legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a 3½" x 5" properly stamped postcard and mail it to: The White Castle Time Machine 100th Birthday Celebration Promotion Code Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked by June 25, 2021 and received by July 5, 2021. Administrator will send one (1) Promo Code per Mail-In Request by e-mail to the e-mail address provided on the request. There is a limit of one (1) Mail-in Request per day during the Promotion Period. Multiple mail-in requests with the same postmark date will be deemed one (1) request. Mail-in requests will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.
2. Online Promo Code Request: From 12:00 AM ET on June 26, 2021 to 11:59:59 PM ET on July 11, 2021, an entrant may use the Promo Code XCNNVVNVYLP.

During the Promotion Period, after an entrant has obtained a Promo Code, he/she must visit the Website and follow the on-screen instructions to enter a Promo Code to receive one (1) Game Play and one (1) Sweepstakes entry.

All Codes and Receipts must be obtained during the Purchase Period.

There is a limit of one (1) Receipt upload or Promo Code entry for one (1) Game Play and one (1) Sweepstakes entry per day during the Promotion Period. A "day" is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period, except on May 1, 2021 when the day will start at 12:00 PM (noon) ET and end at 11:59:59 PM ET. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays/entries associated with that household (determined by Sponsor or Administrator in their sole discretion) may be disqualified.

- B. Enter Bonus Code:** During the Promotion Period, after registering or logging-in, an entrant may submit a bonus code ("Bonus Code"). During the Promotion Period, Bonus Codes will be posted on print advertising in White Castle locations and on Sponsor's social media accounts: @Whitecastle on Twitter, @Whitecastle on Instagram, and www.facebook.com/whitecastle on Facebook. Entrant may visit each social media account and locate the posted Bonus Code. Entrant may then visit the Website and follow

the links and instructions to submit a Bonus Code. Entrant will receive one (1) Instant Win Game Play for submitting a Bonus Code. Limit: An entrant may submit five (5) Bonus Codes during the Promotion Period for five (5) additional Game Plays.

If an entrant does not have a Twitter account, he/she can create one at no cost by visiting www.twitter.com. Please note that an entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy>) (if entering using Twitter) in order to participate in the Promotion. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram’s Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Use of Facebook will be subject to that service provider’s privacy policy and terms of use. The Facebook privacy policy is available at: <https://www.facebook.com/about/privacy>. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, Twitter, or Facebook. Each entrant specifically agrees to release Instagram/Twitter/Facebook from any and all liability associated with this Promotion.

- C. Download App:** During the Promotion Period, after registering or logging-in, an entrant may follow the links and instructions to download the White Castle app on his/her mobile device. Entrant will receive one (1) Sweepstakes entry for downloading the White Castle app. Limit: One (1) Sweepstakes entry for downloading the app during the Promotion Period.
 - D. Share on Social Media:** During the Promotion Period, an entrant may obtain up to five (5) additional entries by following the instructions on the Website and set forth below to share the Sweepstakes on Facebook or Twitter. Upon clicking the buttons to share the Sweepstakes, a message with a unique link will be posted to the entrant’s choice of his/her Facebook Wall or Twitter page (“Invitation Post”). To obtain additional entries, an entrant’s Facebook “Friend” or Twitter “Follower” must click on the unique link in the Invitation Post and complete and submit the registration information requested and enter the Promotion. Upon the Friend’s or Follower’s successful entry into the Promotion, the original entrant will receive one (1) entry into the Sweepstakes. An entrant will receive one (1) entry for each Friend or Follower who enters the Promotion by following the unique link in his/her Invitation Post, up to maximum of five (5) additional Sweepstakes entries.
- 4. RANDOM DRAWING:** On or about July 12, 2021, Administrator will randomly select the one (1) potential Sweepstakes winner from among all eligible entries received during the applicable entry period. All selected winners are potential winners, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator, in their sole and absolute discretion.

5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):

- A. Instant Win Game Prizes (16,874):** The following Instant Win Game prizes are available during the Promotion Period (“Instant Win Game Prizes”). Some Instant Win Game Prizes are only available for the Restaurant Pool as noted below:

Instant Win Game Prize	Number of Prizes	ARV (each)
A \$25 Amazon Gift Card Code	100	\$25

A \$25 Uber Eats Gift Card Code	100	\$25
A \$20 Apple Gift Card Code	100	\$20
A \$10 House of Crave Gift Card (cannot be redeemed at a restaurant, only redeemable on houseofcrave.com merchandise)	500	\$10
A Big Green Egg MiniMax Prize Package that includes a MimiMax EGG + Carrier, a convEGGtor, 20# Natural Lump Charcoal, one (1) box of Natural Charcoal Starts, an Ash Tool, and a Grid Gripper	5	\$759.50
A TELFAR Medium Silver Shopping Bag	10	\$257
A White Castle Cravey Boat	100	\$25
A 100 th Birthday Quarter Zip Jacket (size determined by Sponsor in its sole discretion)	50	\$30
A 100 th Birthday Tumbler	100	\$14.99
A 100 th Birthday Keychain	100	\$7.00
A 100 th Birthday Mug	500	\$5.99
A Coca Cola® Retro Mini Fridge	100	\$102
A Coca Cola® Hot DrinkTumbler	1,000	\$11
Free White Castle Sliders for One (1) Year (awarded as 52 \$6 Retailer coupons each good for \$6 off 4ct or 6ct sliders)	5	\$312
A Coupon for \$6 Off 4ct or 6ct Sliders (Retail Pool Only)	5,000	\$6
A Coupon for One (1) Crave Case of Original Sliders (for Restaurant Pool only)	100	\$25.30
A Coupon for One (1) Stack of Original Sliders (for Restaurant Pool only)	1,000	\$9.10
A Coupon for One (1) Birthday Cake on a Stick (for Restaurant Pool only)	2,000	\$1.29
A Coupon for a Six (6) Pieces of Chicken Rings (for Restaurant Pool only)	2,000	\$2.99
A Coupon for Two (2) Original Sliders (for Restaurant Pool only)	2,000	\$1.82
A Coupon for a Small Fry (for Restaurant Pool only)	2,000	\$1.99
A White Castle Shout Out on a Social Post	1	\$100
Winner's Name on a White Castle Readerboard for One (1) Week	1	\$100
A White Castle Voicemail Recording	1	\$100
A White Castle Booth Named After Winner	1	\$500

- B. Sweepstakes Prize (1):** The Sweepstakes prize is \$100,000 (“Sweepstakes Prize”). There will be one (1) Sweepstakes Prize available in the Promotion. The ARV of the Sweepstakes Prize is \$100,000.
- C. Total ARV:** The total ARV of all available prizes in the Promotion is \$208,931.50.
- D. Odds of Winning/Limit:** The odds of winning the Sweepstakes Prize depend on the total number of eligible Sweepstakes entries received during the Promotion Period. The odds

of winning an Instant Win Game Prize depend on when the entrant completes a Game Play. Instant Prizes will be made available at random times throughout the Promotion Period. To be a potential winner of an Instant Win Game Prize, an entrant's Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential Instant Winner. The number of Instant Win Game Prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed. There is a limit of one (1) Sweepstakes Prize and two (2) Instant Win Game Prizes per person during the Promotion Period.

- E. Prize Details and Restrictions:** Terms and conditions of Digital Gift Codes apply. Winner must protect the Digital Gift Codes and treat the Digital Gift Codes as he/she would any other valuable document. The Digital Gift Codes will not be redeemed or exchanged for cash, except where required by law. The Digital Gift Codes will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.

COUPON PRIZES: Not valid with any other coupon, discount, specials, online coupon, offers or promo codes. Not valid on delivery orders. No copies accepted. One coupon per customer per visit.

AMAZON: Restrictions apply, see www.amazon.com/gc-legal

UBER: By using this gift card, you accept the following terms and conditions: This card is redeemable via the Uber® or Uber Eats app within the U.S. in cities where Uber or Uber Eats is available. The card is non-reloadable and, except where required by law, cannot be redeemed for cash, refunded, or returned. You may be required to add a secondary payment method to use this gift card with the Uber or Uber Eats app. The card is not redeemable outside the U.S. Issuer is not responsible for lost or stolen cards, or unauthorized use. Depending on the state of purchase, this card is issued by Bancorp Card Services, Inc. or The Bancorp Bank. For full terms and conditions and customer service, visit uber.com/legal/gift.

APPLE: Beware of gift card scams. Do not share your code. Valid only for U.S. transactions in Apple properties. For assistance, visit support.apple.com/giftcard or call 1-800-275-2273. Not redeemable at Apple resellers or for cash, and no resale, refunds, or exchanges, except as required by law.

Apple is not responsible for unauthorized use. Terms apply; see apple.com/us/go/legal/gc. Issued by Apple Value Services, LLC (AVS). © 2020 Apple Inc. All rights reserved.

- F. General:** In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to

technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of Prizes will be awarded in a random drawing from among all verified Prize claims received for that Prize. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

- 6. HOW TO CLAIM A PRIZE:** After the random drawing, Administrator will notify the potential Sweepstakes Prize winner via e-mail at the e-mail address provided at the time of registration. Before being declared the winner of a Sweepstakes Prize, the potential Sweepstakes Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential Sweepstakes Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential winner or the prize may (in Sponsor's sole discretion) be forfeited. All potential prize winners may be requested to provide additional documentation for verification purposes. All entrants who receive a winning Notification are subject to verification of eligibility and compliance with these Official Rules. If any potential winner is disqualified, determined to be ineligible or found not to be in compliance with these Official Rules, or, if any prize is unclaimed, the prize will be forfeited and, that prize will not be awarded. Each potential winner will receive an Instant Win Notification on screen and via e-mail, after the completion of a winning Game Play. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible non-winning Game Plays, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Instant Win Game Prizes will be either emailed to verified winners at the email address provided at the time of registration within approximately two (2) weeks from winner confirmation or mailed to verified winners at the physical address (PO Boxes not permitted) provided at the time of registration within approximately 6-8 weeks from winner confirmation. The Sweepstakes Prize winner will be contacted for prize fulfillment. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Sponsor will issue an IRS Form 1099-MISC for the Sweepstakes Prize winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded.

- 7. LIMITATION OF LIABILITY:** By participating in the Promotion, entrants agree that the Promotion Entities, and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released

Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Promotion and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Game Plays that are entered by any automated computer, program, mechanism or device, for any Game Plays in excess of the stated limit or for Game Plays that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Game Plays may, in Sponsor’s sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Administrator reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received. This Promotion is subject to all federal, state, and local laws and regulations.

By entering the Promotion, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys’ fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant’s Game Plays, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor’s control, including but not limited to 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 such action(s), regulation(s),

order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, 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 cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Game Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND PRIZE COMPONENTS, 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 EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED**

INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

Further, Entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any Entrant and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action.

9. **PRIVACY:** Sponsor's privacy policy is available at <https://www.whitecastle.com/about-us/legal-stuff/privacy-policy>.

10. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Administrator reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print

advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The White Castle Time Machine 100th Birthday Celebration Promotion, P.O. Box 251328, West Bloomfield, MI 48325, except where prohibited by law. Winner List requests must be received no later than September 9, 2021.

Customer services inquiries can be made at [Contact Us](#).

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