

White Castle

Capture the Crave Contest

OFFICIAL RULES

Important: Please read these Official Rules before entering into the White Castle Capture the Crave Contest (“Contest”). This is a skill-based contest. Chance plays no part in the determination of winners.

NO PURCHASE NECESSARY. NO PURCHASE WILL IMPROVE ENTRANTS CHANCES OF WINNING. ALL ENTRANTS MUST BE 13 YEARS OF AGE OR OLDER. BY ENTERING THIS CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES AND WARRANT THAT THEIR SUBMISSION COMPLIES WITH ALL OF THE REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Inc. You understand that you are providing your information to White Castle Management Co., and not to Instagram unless otherwise collected by Instagram pursuant to and in accordance with Instagram’s terms and policies. You must read and agree to these Official Rules before entering or participating in this Contest. Your use of the Instagram application (“Instagram”) is subject to the user agreements and other applicable terms of Instagram.

1. Who Can Enter: This Contest is open to residents of the continental United States of America and the District of Columbia who are thirteen (13) years of age and older. This Contest is sponsored by White Castle Management Co. Employees, officers, principals or directors of White Castle Management Co. and its subsidiaries, affiliates, advertising and promotional agencies (collectively, the “Sponsor”), and their households or immediate family members and/or those living in the same household with any of them, are not eligible to participate.

2. How to Enter: You must have internet access and a valid email address to enter and win this Contest. To enter, entrants must (i) have a registered account for Instagram, and (ii) using Instagram upload/post a photo (not a video) that depicts the extent and magnitude of the Crave, and includes all of the following in the caption: “#CaptureTheCrave,” “#contest” and “@WhiteCastle”. Each upload will constitute an entry, provided it meets the requirements set forth above in parts 2(i) and 2(ii) of this section (“Entry”). Entries must be submitted in the format accepted on Instagram and must be created solely by the entrant. Furthermore, Entries must comply with these Official Rules, White Castle Management Co.’s [Terms & Conditions](#) and [Policies](#), and Instagram’s Privacy Policy and Terms of Use (or the equivalent agreements of Instagram, if otherwise named). LIMIT ONE (1) ENTRY PER ENTRANT. Entries that do not comply with the terms stated above and herein may be disqualified in Sponsor’s sole discretion. All Entries that are incomplete, corrupted or otherwise illegible, or that are uploaded/submitted outside of the Contest Period, will be disqualified. Entries will be deemed to have been submitted by the registered account holder of the Instagram account that submitted/uploaded the Entry. All Entries of entrants using more than one Instagram account to enter the Contest will be disqualified without any notice to entrants. An entrant’s Entry must include only original content for which that entrant is the sole author and that does not violate any third party’s intellectual property rights, including but not limited to publicity (or personality) rights and copyrights. Entries must have been prepared specifically for this Contest (and not previously published) and comply with the following content guidelines to be eligible to participate in or win the Contest.

Entries cannot:

- Be inappropriate or unfit for publication, including content that is sexually explicit or suggestive, or derogatory of any ethnic, racial, gender, religious, professional or age group or the disabled, be profane or pornographic, or contain nudity;
- Promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Defame, misrepresent or contain disparaging remarks about other people, or companies and/or the Sponsor and/or its products;
- Contain any use of trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- Contain any personal identification, such as license plate numbers, personal names, likenesses, images, photographs, e-mail addresses, or street addresses or other indicia identifying any person, living or dead without permission;
- Contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) as determined by Sponsor;
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Depict, and cannot itself be in, violation of any law or otherwise;
- Depict or otherwise identify a minor unless a parent or legal guardian is the entrant; or
- Violate any Instagram terms, guidelines, or policies.

Entrant grants to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to copy, use, re-use, incorporate, broadcast, distribute, publish, re-publish, alter, edit, modify, perform, adapt, exhibit, display, reproduce, creative derivative works of and/or otherwise exploit entrant's Entry, and/or entrant's name, image, likeness, portrayals, in whole or in part, composite or distorted, in character or form, without restrictions as to changes or alterations, from time to time and in any manner and in any and all distribution channels, venues or media now known or hereafter devised, including but not limited to use in advertising and promotional activities, without further notice or any compensation to entrant. Entrant further waives any rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "Moral Rights" or similar rights of authorship or ownership entrant may have in the Entry. Such use includes but is not limited to posting of entrant's Entry on www.capturethecrave.com, www.whitecastle.com or on other Sponsor websites, official account(s) on social media platform(s), and/or elsewhere. Entrant further agrees, upon Sponsor's request and without compensation of any kind, to execute any additional documents so as to affect, implement, record or perfect the grant of rights contemplated by this subsection. Entrant also understands and agrees that (I) Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the Entry submitted by entrant when participating in the Contest and that Sponsor shall have no liability to entrant or any third party in conjunction therewith; and (II) Sponsor and its agencies do not have any duty of confidentiality or other fiduciary duty to entrant relative to entrant's Entry submitted in the Contest.

ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH ENTRIES. SPONSOR WILL NOT EDIT ENTRANTS' ENTRY FOR PURPOSES OF THE CONTEST, THOUGH SPONSOR MAY OTHERWISE DO SO IN ACCORDANCE WITH THESE OFFICIAL RULES.

Any attempt by any individual to exceed the above-indicated Entry limit by using multiple/different e-mail or IP addresses, identities, or any other methods will void all that individual's Entries and that individual will be disqualified. Use of any automated program or like means to submit/upload an Entry will result in disqualification. Sponsor is not responsible for late, lost, garbled/illegible, misdirected, incomplete or invalid Entries, all of which are void and will not result in valid Contest entry. Proof of transmission of a completed submission/upload does not constitute proof of receipt of same or proof of entry in Contest.

3. Contest Start/End Dates: The Contest will begin on Wednesday, May 1, 2019 at 12:00:00 a.m. Eastern Standard Time ("EST") and continue through Friday, May 31, 2019 at 11:59:59 p.m. EST ("Contest Period").

4. Winner Selection. There will be a total of sixteen (16) winners selected of the White Castle Capture the Crave Contest. Each of the sixteen (16) prize winners will be selected by Sponsor based on the following criteria with a 25% value for each category:

- a. Extent and magnitude of the Crave
- b. Uniqueness of originality of content
- c. Quality of photography:
 - i. Lighting
 - ii. Perspective
 - iii. Color
 - iv. Sharpness
- d. Is the product/brand shown in a way that's easily identifiable?

Eligible Entries must be submitted during the Contest Period. Winner selection will take place on or before July 31, 2019. Odds of winning depend on the number of Entries in the Contest.

5. Prizes and Odds of Winning. One grand prize winner will receive a years' worth of White Castle Original Sliders, either in restaurant or retail (at Seven Hundred Fifty Dollars (\$750 approximate value). Fifteen (15) Honorable Mention Winners will each be awarded a Two Hundred Dollar (\$200.00) Visa Prepaid Card and White Castle swag (card and swag together not to exceed Two Hundred Fifty Dollar (\$250.00) value).

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES COMBINED: \$4,500.00

Winners are solely responsible for any applicable federal, state, and local taxes, fees and surcharges associated with prize acceptance, receipt and use. Each winner should consult with winner's tax advisor for any tax obligations associated with winner's prize. No substitution, assignment, sale, auction or other transfer of prize is permitted, except by Sponsor, who reserves the right to substitute any prize, or portion of any prize, with another prize of equal or greater value if advertised prize cannot be awarded as stated for any reason. No prize can be redeemed or exchanged for cash by winner (except where required by law). In the event a winner in any way makes a prize unredeemable, not receivable or unusable, as determined in

Sponsor's sole and absolute discretion, Sponsor shall not be required to replace, substitute, swap, or provide a new prize in place of the prize originally offered or provided to the winner. Any portion of a prize not used by a winner shall be forfeited and no cash substitute will be offered or permitted by Sponsor, unless otherwise agreed to by Sponsor in its sole discretion. PRIZES BEING OFFERED ARE PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE EITHER EXPRESS OR IMPLIED BY SPONSOR. FURTHER, SPONSOR NEITHER MAKES NOR IS RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE.

6. Winner Notification. Each Contest winner will be notified via Instagram comment from Sponsor within 72 hours after determination of the winners. Winning is contingent upon fulfilling all requirements of these Official Rules and Sponsor's decisions as to the administration of the Contest. The winners will be required to respond to any such Sponsor notification in the manner requested by Sponsor to acknowledge receipt of Sponsor's notification and awarding of prizes. Winners will be required to provide to Sponsor their first name, last name, mailing address, telephone number and email address in order to claim any prize. If no response is received by Sponsor from a winner within three (3) calendar days of delivery of the prize notification from Sponsor to such winner, or if prize notification is returned as undeliverable for any reason, the prize will be awarded to a replacement winner to be determined by the Sponsor in the Sponsor's sole and absolute discretion. Potential winners may be required to sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) for and to Sponsor as a condition of prize award, subject to Sponsor's sole discretion. If the potential winner cannot be contacted, fails to sign and return any such affidavit or release within the required time period (if applicable), or if a prize is returned as undelivered, potential winner forfeits such prize and an alternate winner may be selected. Any selected winner who is under the age of majority in the jurisdiction in which such winner resides will be required to have written parental consent to the entrant's entrance into the Contest, awarding, acceptance and receipt of the prize, and to all of the conditions and terms set forth in these Official Rules. In the event that an Entrant's email address, telephone number, or address or residence changes, it is the Entrant's responsibility to notify Sponsor of any such change.

7. General Conditions: Sponsor's computer is the official clock for purposes of the Contest. Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures, or any other factor beyond its reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor will select the winners of the Contest in the manner set forth in Rule 4 above from among all eligible Entries (as applicable) received during the Contest Period or by some other means deemed by Sponsor in its sole discretion to be fair, appropriate, and consistent with the spirit of these Official Rules. And, notice of such action by Sponsor will be posted on www.capturethecrave.com. Sponsor reserves the right, in its sole discretion, to disqualify any individual it determines, in its sole discretion, to be tampering with the entry process or the operation of this Contest or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to deliberately damage Sponsor's or any related promotion web site or undermine the legitimate operation of this Contest may be a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law (as well as disqualifying such individual, if appropriate). Sponsor's failure to

enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules (or any other Contest materials) may not be published elsewhere without the express written consent of Sponsor, which may be withheld for any reason.

8. Publicity Release: Except where prohibited by law, participation in the Contest and acceptance of a prize constitutes winner's consent to Sponsor and its designees' use of winner's name, likeness, hometown, and state and other indicia of persona for promotional, trade, or advertising purposes in any media without geographic or time limitation, and without additional compensation.

9. Liability Release and Indemnification: By entering or attempting to enter, entrant agrees to release and hold harmless Instagram, Inc. and Sponsor, and Sponsor's affiliates and each of their respective officers, directors, shareholders, franchisees/licensees, their respective related companies, and each of their respective officers, directors, employees, and agents (collectively, "Released Parties") from and against any claim or cause of action arising out of or relating to participation in the Contest or receipt or use or misuse of prize(s). Entrant agrees to indemnify Released Parties from and against any claim or cause of action that entrant's Entry violates any third party intellectual property rights.

10. Limitations of Liability: Without limiting any other section of these Official Rules, Released Parties are not responsible for and entrants hereby release the Released Parties from any claims arising from: (1) incorrect or inaccurate transcription of entry information or lost, stolen, illegible, incomplete, misdirected fraudulent Entries, or Entries received through impermissible or illegitimate channels, all of which are void and will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware, or software; (3) the unavailability or inaccessibility of Web site or any other service; (4) unauthorized human intervention in any part of the entry process or the Contest and/or incomplete or inaccurate information being displayed on Web site whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; (5) electronic or human error which may occur in the administration of the Contest or the processing of submitted Entries; or (6) any injury or damage to persons or property, including but not limited to an individual's computer (or any information/materials stored thereon), which may be caused, directly or indirectly, in whole or in part, by participation in the Contest or from downloading any material from Sponsor's or related Web site(s), regardless of whether the material was prepared by Sponsor, agency, or a third party, and regardless of whether the material is connected to a Sponsor's or its agency's Web site by a hypertext link.

11. Disputes/Choice of Law: To the fullest extent permitted by law, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the award or use of any prize shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts located in Franklin County, Ohio (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and proven, but in no event attorneys' fees; AND (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS MAY BE AWARDED (COLLECTIVELY, "SPECIAL DAMAGES"), AND (4) ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED. The internal,

substantive law of Ohio governs the Contest and all aspects related thereto including construction, validity, interpretation, and enforceability of these Official Rules. By participating in the Contest, you agree to submit to the personal and exclusive jurisdiction and venue of the Common Pleas Court of Franklin County, Ohio and the United States District Court for the Southern District of Ohio with respect to such matters.

12. Winners List: To receive a copy of the winners list, mail a self-addressed stamped envelope to White Castle Capture the Crave Contest Winners List Request, 555 West Goodale Street, Columbus, Ohio 43215. Requests must be received by December 1, 2019.