WHITE CASTLE SLIDER SHOWDOWN RECIPE CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE 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.

CONTEST DESCRIPTION: The White Castle "Slider Showdown" Recipe Contest (the "**Contest**") is sponsored by White Castle Management Co. ("**White Castle**" or "**Sponsor**"), headquartered at 555 Edgar Waldo Way, Columbus, OH 43215.

CONTEST PERIOD: The Contest begins on May 31, 2023, at 9:00 A.M. Eastern Standard Time ("**EST**") and ends on September 4, 2023, at 11:59:59 P.M. EST (the "**Contest Period**"). White Castle's computer is the Contest's official clock.

HOW IT WORKS: the Contest requires entrant to create and submit a video (or carousel of images) of a prepared recipe (recipe and video hereinafter jointly referred to as "Recipe Video"), which must be posted on and through a public TikTok or Instagram account, that White Castle may then use for its own use as set forth herein. Recipe Videos will be reviewed and voted on by a panel of judges, selected by White Castle in its sole and absolute discretion, based on criteria identified in these Official Rules (below). The grand prize winner will win: (i) a trip for the grand prize winner and one guest to Columbus, Ohio to visit White Castle headquarters in 2024 (travel, hotel stay, and meals paid for by White Castle as set forth below); (ii) some White Castle swag; (iii) 12 Crave Case coupons, one coupon redeemable per month, and (iv) 26 VIP retail coupons for purchase of frozen sliders.

Entrants who receive a winning notification will be deemed a potential winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by White Castle in its sole discretion. An entrant is not a winner of any prize, even if such notification should so indicate, unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of White Castle, which shall be final and binding in all respects.

ELIGIBILITY: Only legal U.S. residents who are eighteen (18) years of age or older at the time of entry and are located and reside in the continental U.S. or the District of Columbia are eligible to enter. Officers, directors and employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, representatives, advertising, promotion and production agencies, agents (all such individuals and entities collectively referred to herein as the "**Contest 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 Contest. Void where prohibited or restricted by law. All federal, state and local laws apply.

HOW TO ENTER: Those wishing to enter the Contest must create the Recipe Video, visit TikTok or Instagram, post the Recipe Video, and include with the post the name and ingredients of the recipe and the following hashtags and tags: "@whitecastle" and "#SliderShowdownContest". The post must be from a public account. The Recipe Video must, at minimum, show ingredients, preparation method and final product, along with the actual detailed recipe. The recipe must **include at least six (6) Sliders (Plain, Cheese or Jalapeno) as an ingredient (meat, onion, and buns – pickles and cheese are optional)** and must meet the criteria listed below, which is also how the Recipe Video will be judged. Limit one Contest entry per entrant per day.

Entries must be posted in the format accepted on TikTok or Instagram and must be created solely by the entrant. Entries must comply with these Official Rules, White Castle Management Co.'s Terms & Conditions and Policies, and TikTok's or Instagram's (as applicable) Privacy Policy and Terms of Use (or the equivalent agreements of TikTok or Instagram (as applicable), 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 unwatchable, or that are posted outside of the Contest Period, will be disqualified. Entries will be deemed to have been posted (and entered into the Contest) by the registered account holder of the TikTok or Instagram account that posted the Entry. All entries of entrants using more than one TikTok or Instagram account to enter the Contest (or attempting to enter two entries, one from each platform) will be disqualified without any notice to entrants. An entrant's Recipe Video 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 rights of publicity (or personality rights) and rights under copyright law. Entries must have been prepared specifically for this Contest (and not previously published) and comply with the following content criteria to be eligible to participate in or be a winner of the Contest.

Entries may not:

- 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;

- Depict or otherwise identify a minor unless a parent or legal guardian is the entrant; or
- Violate any TikTok or Instagram terms, guidelines, or policies.

A panel of judges selected by White Castle, in its sole and absolute discretion, will review qualifying Recipe Videos. The panel will judge the qualifying Recipe Videos based on the following criteria:

30%: Presentation – Overall visual appeal, plating techniques, creativity, garnish
30%: Recipe/Taste Appeal – Flavor profile, seasoning, overall texture, craveability
15%: Originality – Uniqueness of ingredients, flavor combinations, innovation, technique, and dish type

25%: Video Quality – Video is entertaining, engaging, with quality audio and lighting, and is well edited

The odds of winning depend on the number of eligible entries received.

WINNER SELECTION AND NOTIFICATION: Recipe Videos may be entered until 11:59:59 P.M. on September 4, 2023. All qualifying Recipe Videos will then be judged by a panel selected by White Castle in its sole and absolute discretion. The entrant that submitted the Recipe Video receiving the highest score will be declared the grand prize winner (subject to verification), the Recipe Video receiving the second highest score will be declared the first prize winner, and the Recipe Video receiving the third highest score will be declared the second prize winner. Sponsor will first attempt to notify the grand prize winner in or around November 2023.

In the event that a potential prize winner cannot be contacted, the prize sent by Sponsor is returned as undeliverable, or the potential prize winner is disqualified for any reason (determined in Sponsor's sole discretion), the potential prize winner forfeits its prize without compensation and Sponsor, in its sole discretion, may select an alternate winner. Prizes will be fulfilled subject to verification of each potential winner's eligibility and full compliance with these Official Rules. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines or does not claim the applicable prize for any reason, such potential prize winner will be disqualified, any right or potential right to receive the applicable prize will be forfeited by the potential prize winner, and an alternate potential winner may be selected by Sponsor, in its sole discretion, from all remaining eligible entries.

Potential prize winners will be notified by direct message (DM). Sponsor shall have no liability for any winner notification that is lost, intercepted, missed, ignored, or not received by a potential winner for any reason (including because the potential winner has a private account). Without limiting the foregoing, Sponsor is not responsible for any undelivered messages, including without limitation messages that are not received because of a winner's privacy settings which may divert or block any promotion messages. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded.

PRIZES / APPROXIMATE RETAIL VALUE ("ARV"): The entrant who entered the *grand prize* winning Recipe Video will receive the following:

(i) a trip for themselves and one guest to Columbus, Ohio to visit White Castle headquarters (includes for grand prize winner and one guest: (a) round-trip coach

airfare, or round-trip mileage reimbursement if the grand prize winner resides less than 200 miles from Columbus, Ohio (**ARV not to exceed \$2,500.00**), (b) one double-occupancy standard hotel room accommodation in Columbus, Ohio surrounding the date(s) of the visit (**ARV not to exceed \$600.00**), and (c) meals in Columbus, Ohio during the visit (**ARV not to exceed \$300.00**)) at a date and time to be determined in 2024;

- (ii) some White Castle swag (**ARV not to exceed \$100.00**);
- (iii) 12 Crave Case coupons, one coupon redeemable per month (ARV \$366.92 and
- (iv) 26 VIP retail coupons for purchase of frozen sliders (ARV \$182.00).

Total grand prize ARV (for either in or out of region): not to exceed \$4,048.92

Use of White Castle gift cards, certificates and/or coupons are subject to terms and conditions indicated thereon, which may include expiration date (where lawful). The actual prize and ARV of the prize are subject to reasonable change based on availability and winners' usage. No cash alternative, substitutions, assignment, or transfer of prize listed will be allowed, except by Sponsor, who reserves the right to substitute a prize of comparable value if a prize listed is unavailable, or cannot be awarded as stated, for any reason. Prizes cannot be redeemed or exchanged for cash by winner (except where required by law). No prize will be delivered to an address outside of the continental U.S. or the District of Columbia. Prizes are not transferable.

Each prize 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 Grand Prize Winner. All other costs and expenses not expressly set forth herein shall be each winner's sole responsibility. The prizes will only be awarded to a verified winner.

PRIZES BEING OFFERED ARE PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE EITHER EXPRESS OR IMPLIED BY SPONSOR. 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. Contest Entities shall not be held responsible for any delays in awarding the prize for any reason.

GENERAL: If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners, in a manner it deems fair and reasonable, including, without limitation, the selection of winners from among qualifying Recipe Video entries received prior to such cancellation, termination, modification or suspension. Potential prize winners will be required to execute an Affidavit of Eligibility and Release (including a publicity release, where imposing such condition is legal). If a potential winner fails or refuses to sign and return the applicable Affidavit of Eligibility and Release within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected or the applicable prize not awarded.

NO WARRANTIES: SPONSOR MAKES NO WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONTEST, INCLUDING, WITHOUT LIMITATION, ANY PRIZE FURNISHED IN CONNECTION WITH THE CONTEST. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/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 OR BELOW LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

LIMITATION OF LIABILITY: Without limiting any other section of these Official Rules, White Castle and Contest Entities are not responsible for and entrants hereby release White Castle and Contest Entities from any and all 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 any 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 any 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 any Sponsor or its agency's web site by a hypertext link.

VIDEO LICENSE, IMAGE RELEASE AND WAIVER: Entrant grants to Sponsor and its subsidiaries, affiliates, and 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, create derivative works of and/or otherwise exploit entrant's Recipe and Recipe Video, in whole or in part, and 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 Recipe Video. Such use includes but is not limited to posting of entrant's Recipe Video, in whole or in part, on 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 (a) 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 Recipe Video posted by entrant when participating in the Contest and that Sponsor shall have no liability to entrant or any third party in conjunction therewith; and (b) 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. Entrant further waives entrant's right to inspect and/or approve any advertising copy or materials that may be used in connection with the Recipe Video.

ENTRIES REPRESENT THE SOLE VIEWS AND OPINIONS OF THE APPLICABLE ENTRANT AND DO NOT REFLECT THE VIEWS OR 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 circumvent any of the terms of these Official Rules, including, without limitation, exceeding entry limits by using multiple/different e-mail or IP addresses, identities, social accounts, or any other methods, will void all that individual's entry and that individual will be disqualified. Use of any automated program or like means to post a Recipe Video will result in disqualification. Sponsor is not responsible for late, lost, garbled/illegible, misdirected, incomplete or invalid Recipe Videos, all of which are void and will not result in valid Contest entry. Proof of transmission of a completed entry does not constitute proof of access or viewing of the same or proof of entry into the Contest.

RECIPE VIDEO OWNERSHIP AND PERMISSIONS: By posting the Recipe Video in accordance with the entry requirements of the Contest, entrant warrants to White Castle that entrant is the owner of copyright in the Recipe Video and has a right to, and upon posting of the Recipe Video does, grant to White Castle Management Co. the rights and licenses set forth in or provided by these Official Rules. Entrant agrees to indemnify, defend, and hold harmless White Castle and the Contest Entities against any claim of infringement, claim that a right to publicity or privacy has been violated, and/or any other claim or cause of action arising out of or relating to entrant's participation in the Contest or receipt or use or misuse of a prize.

SOCIAL MEDIA: If an entrant does not have a TikTok or Instagram account, he/she can create one at no cost by visiting www.tiktok.com or www.instagram.com, respectively. Please note that an entrant comply with either the TikTok Terms must agree to of Service (https://www.tiktok.com/legal/page/us/terms-of-service/en?lang=en) and Policy Privacy (https://www.tiktok.com/legal/page/us/privacy-policy/en) (if entering using TikTok) or the Instagram Terms of Use (Terms of Use | Instagram Help Center) and Privacy Policy (Instagram Privacy Policy) (if entering using Instagram) in order to participate in the Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or TikTok. Each entrant specifically agrees to release Instagram or TikTok (whichever platform the entrant used to submit its entry) from any and all liability associated with this Promotion.

GENERAL CONDITIONS: Sponsor, the Contest Entities, and any parents, subsidiaries, franchisees, participating vendors, distributors, marketing partners, and affiliated entities are not responsible for (i) any condition caused by events beyond the control of Sponsor that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, use, or misuse of a prize, or from participation in the Contest; or (iii) any printing or typographical errors in any materials associated with the Contest. Sponsor reserves

the right, in its sole discretion, to cancel or suspend the Contest should unauthorized human, animal, or machine intervention or other causes beyond the control of Sponsor, in its sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Contest for any other reason at the sole discretion of Sponsor.

MODIFICATIONS: These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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.

GOVERNING LAW/JURISDICTION: DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OHIO (WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER LAWS), AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN FRANKLIN COUNTY, OHIO. 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 OHIO. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN FRANKLIN COUNTY, OHIO. 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, WHITE CASTLE, CONTEST 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 CONTEST 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, White Castle, Contest Entities and/or any other party shall be resolved individually, without resort to any form of class action.

WINNERS' LIST/OFFICIAL RULES: Any legally required winners' list may be obtained by sending a self-addressed, stamped envelope to: White Castle "Slider Showdown" Recipe Contest Winners List, White Castle Management Co., 555 Edgar Waldo Way, Columbus, OH 43215. All such requests must be received within six (6) weeks after the end of the Contest Period.

TRADEMARKS: The White Castle® mark and associated marks and logos are trademarks of Sponsor and may not be used without prior express written permission.

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

ABBREVIATED DISCLOSURES FOR PRINT ADVERTISING, INTERNET & MARKETING MATERIALS: NO PURCHASE NECESSARY. Contest begins on May 31, 2023 at 9:00 A.M. EST and ends on September 4, 2023 at 11:59:59 P.M. EST. Open to legal U.S. residents who are eighteen (18) years of age or older and are located and reside in the continental United States or the District of Columbia. Residents of any location where this Contest is prohibited by law are not eligible to participate. See information at the Official Rules and entry entry location at https://www.whitecastle.com/pdfs/slidershowdownofficialrules.pdf. Odds of winning depend on the number of eligible entries received. This Contest is sponsored by White Castle Management Co. Void where prohibited.

ABBREVIATED DISCLOSURES FOR TELEVISION: NO PURCHASE NECESSARY. Contest ends September 4, 2023, at 11:59:59 P.M. EST. Complete Official Rules at <u>https://www.whitecastle.com/pdfs/slidershowdownofficialrules.pdf</u>. Contest is sponsored by White Castle Management Co.

Customer service inquiries can be made at <u>http://www.whitecastle.com/contact-us</u>.

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