Cracker Barrel Rewards® Merry Match Game

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Promotion Overview:

This Promotion includes an Instant Win Game and a Contest. To enter the Contest, you must play the "Merry Match Game" and ultimately obtain one of the 3 highest scores in a single game to be a potential winner of a Contest prize. The highest scores will be posted in real time on a leaderboard. The leaderboard scores are subject to review by Sponsor and Administrator for verification of compliance with these Official Rules.

Sponsor/Administrator:

Sponsor: Cracker Barrel Old Country Store, Inc., 305 Hartmann Drive, Lebanon, TN 37087. Administrator: Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

Eligibility:

Cracker Barrel Rewards® Merry Match Game (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia who are who are the age of majority (18 years of age in most states, 19 years of age in Alabama and Nebraska) or older in their jurisdiction of residence at the time of entry and have an active account with the Cracker Barrel Rewards® loyalty program ("Rewards Program"). To receive prizes valued at \$2000 or more, entrant must be able to submit a valid IRS Form W-9. Employees, officers and representatives of Merkle Inc. ("Administrator") as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Agreement to Official Rules; Entrants Will Be Disqualified for Violations:

Participation constitutes entrant's full and unconditional agreement to these Official Rules. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion.

Winning a prize is contingent upon fulfilling all requirements set forth herein. In the event there is a discrepancy or inconsistency between any other statements contained in any Promotion-related materials and the Official Rules as posted on the Promotion Site (defined below in the How to Play section), the Official Rules as posted on the Promotion Site shall prevail, govern and control. Entrants agree that they may not use any method to obtain more than the stated number of permissible Instant Win Game plays using robotic, automatic, programmed or any other means (including but not limited to using multiple/different email addresses, identities, registrations and logins or any other methods. Violation of any of these requirements will void all Instant Win Game plays for the person(s) responsible for such action and result in their disqualification from the Promotion.

Timing:

The Promotion begins on November 21, 2025, at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2025, at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Promotion.

Cracker Barrel Rewards Maximum Peg Limitation:

A participant in the Cracker Barrel Rewards Program may have a maximum of 500 Rewards Program "Pegs" in their Rewards Account at any given time. Accordingly, if a participant plays this Instant Win Game when they have more than 475 Pegs, they may not fully receive a Pegs Offer won in this Instant Win Game (as described in the Available Prizes section below). Participant will receive part of a Pegs Offer added to their Rewards Account so long as the 500 Peg limitation is not exceeded.

How to Play the Instant Win Game:

Note: If you use your mobile device to participate, standard message and data rates may apply. Please consult your wireless service provider regarding its pricing plans prior to participating via your wireless mobile device.

During the Promotion Period, login to your Rewards Program account ("Rewards Account") online at www.crackerbarrel.com/rewards (the "Website") or on the Cracker Barrel Rewards® app (the "App") and navigate to the Bonus Game page. Next, you may either follow the instructions to play the Merry Match Game** or click the 'Skip' link to immediately initiate your Instant Win play for a chance to win an Instant Win prize. The results will be displayed on screen. If you choose to play the Merry Match Game, the results of the Instant Win play will be displayed on screen once the Merry Match Game ends. Your game score in the Merry Match will have no impact on the results of the Instant Win. However as described below in the section entitled "How to enter the Contest," your game score is material to

determining if you will be a potential winner of the Contest. On a given day, you will only earn an Instant Win play the first time you play Merry Match or Skip (a "Daily Instant Win Play"). Daily Instant Win Plays must be used at the time they are earned and will not be banked. There is no limit to the number of times you may play the Merry Match Game for your entertainment or for purposes of entering the Contest, details of which are set forth below.

Potential winners of the Instant Win Game will be provided directions for validation of their win and prize claim instructions to the email address associated with their Rewards Account. All potential winners are subject to verification before any prize will be awarded. Only potential winners who timely complete prize claim requirements and/or are verified as eligible will be awarded a prize. Administrator is responsible for the functionality of the Instant Win Game.

**Merry Match Game Information: The Merry Match Game is presented by Administrator's Game Engine partner. When you initiate the Merry Match Game, the Game Engine Partner will automatically place a necessary cookie in the form of a token on your web browser solely for the purpose of collecting relevant information about your game play. If you prefer not to allow the Game Engine partner cookie, you must click the button to skip the Merry Match Game. The data associated with your game play (including but not limited to scores and timestamps) is subject to the Game Engine's User Terms and Privacy Policy. All other personal information remains subject to Sponsor's Privacy Policy.

How to Earn Bonus Instant Win Plays:

There are 2 ways to earn Bonus Instant Win Plays.

Make a Purchase: Make a purchase in-store, on the Website or in App of any amount while using your Rewards Account[†] to earn 1 Bonus Instant Win Play. Excludes gift cards, online merchandise orders and orders delivered through third-party delivery services. It may take up to 24 hours after your check is closed or your catering order is picked up for Bonus Instant Win Plays to appear in your Rewards Account.

*Note: To make a purchase using your Rewards Account in restaurant or at a retail store, you must provide the email address or telephone number associated with your Rewards Account to the cashier when paying your bill or sign into your Rewards Account when paying by scanning the QR code on your receipt and using your mobile device to complete the payment. To make a purchase using your Rewards Account on www.crackerbarrel.com or in-App, you must first sign into your Rewards Account and then complete your transaction.

No Purchase Necessary ("NPN") Method: During the Promotion Period, login to your Rewards Account on the Website or in the App, visit the <u>No Purchase Site</u>, enter your email address and follow the instructions to answer 5 survey questions. You will automatically receive 1 Bonus

Instant Win Play added to your Rewards Account. All NPN requests must be received by December 31, 2025, at 11:55 p.m. ET and all Instant Win plays must be used by the end of the Promotion Period. The Released Parties (defined below) are not responsible for late, lost, stolen, misdirected, delayed, incomplete, damaged, destroyed, late or illegible NPN requests or invalid email addresses (all of which are void).

Bonus Instant Win plays may be banked but will be forfeited if not used during the Promotion Period.

How to Enter the Contest:

During the Promotion Period, follow the rules set forth below to play the Merry Match Game and try to achieve the highest individual score.

- Moves: Each Move is defined as creating a "Chain" of at least 3 identical "Icons" (either the snowflake ornament, holiday tree, candy cane or stockings) that are either directly next to and/or directly above or below another Icon.
 - o For each game, entrants start with **15** Moves
 - o The game ends when entrant's Move count reaches 0
 - o Earn 1 Bonus Move if you connect a Chain of **10 or more** identical Icons
- Points earned for each Chain are calculated by summing the number of Icons in the Chain:

o 3-object Chain: 1 + 2 + 3 = 6 points

4-object Chain: 1 + 2 + 3 + 4 = 10 points

o 5-object Chain: 1 + 2 + 3 + 4 + 5 = **15 points, and so on**

Point Boosters:

Boosters are earned when entrant creates Chains of at least 8 or more identical Icons. Entrant chooses when to activate the Booster to earn the Bonus Points (Boosters do not activate automatically). Each Booster offers a different mechanism to earn Bonus Points.

Double Points Star (offered when Entrant creates a Chain of 8 or 9 identical Icons for any Move other than the final Move) appears on the board as a Star icon. Activate the Star by tapping on it and for a limited duration while the Star remains "active" (timing also displayed at the top of the game board) you will earn Double Points for each Chain you create and/or Points earned by activating the Holly Bomb or Bell Gravity Ball (see details below). Chains created during this duration do not count as Moves. You will not earn a Double Points Star if you have an existing Star on your game board.

- Holly Berry (offered when Entrant creates a Chain of 10 14 identical Icons) appears as a Holly icon. Activate by tapping the Holly, and you will clear a cluster of nearby Icons of any type and you will earn 10 additional Points for each cleared Icon. Activating the Holly Berry does not count as a Move.
- Bell Gravity Ball (offered when Entrant creates a Chain of at least 15 identical lcons) appears on the board as a Bell icon that will have multiple lcons of one randomly selected type attached to it. Activate the Bell by tapping on it and it will clear every lcon on the board of the type that is attached. Entrant will earn 10 Bonus Points for each cleared lcon. Activating the Bell Gravity Ball does not count as a Move.

There is no limit to the number of Boosters that you can earn during the Game. **See "Merry Match Game Information" above for details about the Terms of Use and mandatory cookies that apply when playing the Merry Match Game.

Entry Limits:

You may receive 1 Daily Instant Win Play per day and 1 Bonus Instant Win Play per day (by either of the above methods) during the Promotion Period. There is no limit on the number of times you may play the Merry Match Game for the purposes of entering the Contest. Multiple entrants are not permitted to share the same email address. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for their Rewards account. If any additional information provided by entrant is inconsistent with the information provided when registering for their Rewards Account, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

Operation of Instant Win Game and Contest:

Administrator is an independent organization whose decisions as to the administration and operation of the Promotion, including the selection of potential winners, are final and binding in all matters related to the Promotion.

Instant Win Game:

There will be 1,160,700random, computer-generated winning times seeded throughout the Promotion Period, one for each Instant Win prize offered. If you are the first entrant to play the Instant Win Game at or after one of the randomly seeded times, you will be a potential winner of the prize indicated, subject to verification of potential winner's eligibility. The odds of winning a prize depend on the date/time of entrant's game play, the number of prizes remaining available at the time of the game play, and the number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded.

Contest:

The 3 entrants who achieve the highest scores in the Merry Match Game as displayed on the in-game leaderboard at the end of the Promotion will be the potential First, Second and Third prize Contest winners, subject to Sponsor's verification of each entrant's game play and, for the purposes of the First Prize, completion of required prize acceptance documents. In the event of a tie, the entrant who achieved the highest score in the shortest amount of playing time will be deemed the potential winner from amongst tied entrants. Sponsor and Administrator reserve the right to award the Contest Prizes to entrants who are not listed at the top of the in-game leaderboard at the end of the Promotion if it determines any of those entrants has violated these Official Rules.

Potential Winners Subject to Verification:

All potential winners are subject to verification by Sponsor and Administrator. An entrant is not a winner of any prize, even if the Instant Win Game or Merry Match Game leaderboard should so indicate, unless and until entrant's eligibility, the potential winning play and, if applicable, Merry Match Game score has 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 Instant Win Game play that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored.

Winner Requirements:

The Contest potential winner of the First Place Contest prize, valued at more than \$2,000, will be required to sign and return a Declaration of Compliance, Liability Waiver, an IRS Form W-9 and, where not prohibited, a Publicity Release ("Declaration"), all of which must be received by Administrator within 5 days of the date notice or attempted notice is sent, in order to claim the prize. Potential winners of prizes valued at \$600 or more will be required to complete a Declaration, which must be received by Administrator within 5 days of the date notice or attempted notice is sent, in order to claim the prize.

Potential winners of Gift Card prizes will be required to provide their name, home mailing address (P.O. Boxes not permitted) and date of birth to confirm eligibility and for purposes of prize fulfillment within 5 days of the date notice or attempted notice is sent, in order to claim the prize.

If any potential winner's Rewards Account cannot be accessed, or potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or if the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of any prize valued at \$25 or more is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only 3 alternate drawings will be held, after which the prize will remain un-awarded. Unclaimed prizes valued at \$25 or less, as well as all offers, will not be awarded.

Available Prizes:

Contest Prizes:

1 Grand Prize: A Cracker Barrel-themed room makeover, awarded as a \$5,000 check; Pancakes for a Year and a \$250 Cracker Barrel Old Country Store® gift card. "Pancakes for a Year" awarded as multiple Cracker Barrel Old Country Store® gift cards totaling \$350 that can be used to provide 1 side of two pancakes for 1 person (\$6 average per visit) each week over the course of 52 weeks. Approximate Retail Value ("ARV"): \$5,600.00.

1 Second Prize: Pancakes for a Year and a \$250 Cracker Barrel Old Country Store® gift card. Pancakes for a Year awarded as multiple Cracker Barrel Old Country Store® gift cards totaling \$350 that can be used to provide 1 side of two pancakes for 1 person (\$6 average per visit) each week over the course of 52 weeks. ARV: \$600.00

1 Third Prize: 1 \$250 Cracker Barrel Old Country Store® gift card. ARV: \$250.00.

Instant Win Prizes (except for Peg Offers, may only be redeemed in store or while dining in):

- 200 \$25 Gift Card Prizes: 1 \$25 Cracker Barrel gift card. ARV: \$25.
- 500 \$10 Gift Card Prizes: 1 \$10 Cracker Barrel gift card. ARV: \$10.
- 100,000 Ornament Offers: \$1.00 off any ornament.
- **100,000 Shareables Offers:** 1 free Shareable with a dine-in purchase of \$40 or more (exclusive of alcohol, taxes and gratuity) in a single transaction.

- **100,000 Retail Discount Offers:** \$5 off any retail purchase of \$25 or more (exclusive of taxes) in a single transaction at the Old Country Store.
- **100,000 Dining Discount Offers:** 15% off of your total check (exclusive of alcohol, taxes and gratuity) when you spend \$35 or more while dining-in.
- **100,000 French Toast Offers:** Buy 1 order of Cinnamon Swirl French Toast or Momma's French Toast, receive a second order for free.
- 20,000 25-Peg Offers
- 50,000 10-Peg Offers
- 250,000 5-Peg Offers
- 340,000 1-Peg Offers

Total ARV of Instant Win Prizes:

The total ARV of all available Instant Win Prizes in the Promotion is \$10,000.

Additional Prize Terms:

All Gift Cards are subject to separate (standard) gift card terms and conditions. Instant Win Prizes other than Peg Offers will be available for redemption in-store or when dining in only. All Instant Win Prizes (excluding Peg Offers) will be fulfilled via email within approximately 72 hours of win verification and must be redeemed within 30 days of the date sent. Peg Offer Instant Win Prizes will be automatically loaded into winner's Rewards Account within approximately 72 hours of awarding, subject to the Maximum Peg Limitation set forth above. . All prizes are nontransferable, and no substitution will be made except as provided in the Sponsor's sole discretion should the prize become unavailable. In this case, a prize of equal or greater value will be offered. Winners are responsible for all taxes and fees associated with prize receipt and/or use. The winner of the Contest First Prize will receive an IRS Form 1099 MISC reporting the actual value of the prize received, given that its value is greater than \$2000. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. Contest Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Promotion. Limit of 1 of each prize offered per person.

Release:

By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, and each of their respective parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, shareholders, independent contractors, service providers, agents, successors and assigns (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

Publicity:

Except where prohibited, participation in the Promotion constitutes each winner's consent and grant to Sponsor and its agents the use of the following information about the winner (to the extent provided by winner as part of the entry or winner confirmation process): winner's name, city, state, likeness, photograph, Contest entry, Merry Match handle, voice, opinions and/or prize information for promotional advertising or other purposes, in any media without further notice, review, approval, payment or other consideration. Sponsor is not obligated to use any of the above-mentioned information or content but may do so and may edit these materials at its sole discretion, without further obligation or compensation. Sponsor will not use any of the above-mentioned information in a manner that is inconsistent with its Privacy Policy or applicable law.

General Conditions:

Sponsor's Right to Modify or Cancel:

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, including but not limited to fulfillment of the Prizes/Offers, where any of the following "Issues" occur:

- Fraud;
- Technical failures:
- Human error;
- Any other factor that impairs the integrity or proper functioning of the Promotion; or

Any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national
emergencies, widespread illnesses, declarations of war, acts of God, acts of terrorism) that
interferes with any aspect of the Promotion, as determined by Sponsor in its sole discretion.

Where one or more of the above Issues occurs, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of the Issue; and/or modify the prizes offered.

Sponsor's Right to Disqualify Entrants:

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor's Right to Limit Prizes/Offers Awarded to the Number Stated in these Rules:

In no event will more Prizes/Offers than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent than the number of Prizes/Offers offered in these Official Rules, Sponsor reserves the right to award only the stated number of Prizes/Offers through a random drawing from among those entrants who were notified, confirmed to be eligible and where applicable, took the required action to claim the prize.

Limitations of the Scope of Responsibility:

The Released Parties are not responsible for:

- Any incorrect or inaccurate information either provided by entrants or caused by printing errors or by any of the equipment or programming associated with or utilized in the Promotion;
- Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software;
- Unauthorized human intervention in any part of the Promotion, including but not limited to the entry process, Rewards Program or the Instant Win Game;
- Technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries;
- Late, lost, undeliverable, damaged or stolen mail; delayed or misdirected entries or failure to receive entries due to limitation of third-party social network platforms;

- Entries that are erroneously deleted, lost or destroyed or corrupted. In this case, entrant's sole
 remedy is to take the required actions to receive another entry(ies) in the Promotion, if it is
 possible; or
- Any injury or damage to persons or property which may be caused, directly or indirectly, in whole
 or in part, from entrant's participation in the Promotion or to the receipt, use, inability to use or
 misuse of any prize.

Dispute Resolution, Mandatory Arbitration & Class Action/Jury Trial Waiver:

Dispute Resolution:

Sponsor/Administrator and Entrant each agree (together, for purposes of this Section only, "We" or "Our") to first notify the other of any dispute or claim involving the other relating to the Instant Win Game (each, a "**Dispute**"). You agree to first contact us by sending a written description of your Dispute to Cracker Barrel's Guest Relations department using the **Contact Us form** to allow us an opportunity to resolve the Dispute You have, and you will be first contacted by us based on the contact information we have for you (phone, email, etc.). If We are unable to resolve the Dispute in this way, We each agree to submit to the other notice of the Dispute via written notification that includes a description of the Dispute, all relevant documents/information, and the proposed resolution to the Dispute ("**Dispute Notice**"). You agree to send such written notification to us at Cracker Barrel Old Country Store, Attn: General Counsel, 307 Hartmann Drive, Lebanon, Tennessee 37087. Written notification of a Dispute to you will be sent based on contact information you have provided us.

Binding Arbitration:

If, after 60 days of receipt a Dispute Notice, We have been unable to resolve the Dispute, we each agree that the Dispute may only be resolved through final and binding arbitration before and as administered by JAMS under its then current and applicable rules and procedures for such Disputes. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 949-224-1810. We each acknowledge and agree that, but for this agreement to arbitrate Disputes: (a) We would otherwise have the right or opportunity to litigate Disputes through a court and to have a judge or jury decide the case; and (b) we voluntarily choose, except as otherwise expressly provided in the Exception to Arbitrate and No Class Actions sections below, to have all disputes resolved though binding arbitration and unconditionally waive the right to bring disputes in court. We each further agree that Disputes include questions as to the validity or applicability of this binding arbitration clause and, to the fullest extent permitted by law, Disputes brought on Our behalf by anyone (including, without limitation, our heirs, agents, successors, and assigns).

Applicable Law:

This agreement to arbitrate and each arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended, to the exclusion of any inconsistent state law. The laws of the State of Tennessee, without regard to its choice of law principles, will exclusively govern substantive law.

Exception to Arbitrate:

We each may bring qualifying claims in small claims court. Further, as provided in the No Trial by Jury section below, We each agree that any arbitration will be solely between you and us, not as part of a classwide claim. If for any reason any court or arbitrator holds that this **no class action** restriction is unenforceable, then Our agreement to arbitrate does not apply and the classwide dispute must be brought in court in the applicable federal or state court for Davidson or Wilson County, Tennessee.

No Class Actions:

To the fullest extent allowed by law, we each waive any right to pursue disputes on a classwide basis; that is, to either join a claim with the claim of any other person or entity, or to assert a claim in a representative capacity on behalf of anyone else, in any lawsuit, arbitration or other proceeding.

No Trial by Jury:

To the fullest extent allowed by law, we each waive any right to trial by jury in any lawsuit, arbitration, or other proceeding.

Severability:

If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then:

- The validity, legality and enforceability of such provision as applied to any other particular facts or circumstances and the other provisions of these Official Rules shall not in any way be affected or impaired thereby; and
- Such provision shall be enforced to the maximum extent possible.

In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

Entrant's Personal Information:

Information collected from entrants is subject to **Sponsor's Privacy Policy**.

Winner List:

See this <u>winner list</u> for winners of all prizes valued at \$25 or more. The winner list will be posted after winner confirmation is complete.

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