

# Cracker Barrel Rewards™ Endless Summer Sweepstakes

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Cracker Barrel Rewards™ Endless Summer Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are the age of majority (eighteen (18) years of age in most states, nineteen (19) years of age in Alabama and Nebraska) or older in their jurisdiction of residence at the time of entry who are also members of the Cracker Barrel Rewards™ loyalty program (“Rewards Program”) at the time of participation. 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 Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Cracker Barrel Old Country Store, Inc., 305 Hartmann Drive, Lebanon, TN 37087.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on July 1, 2024 at 12:00 a.m. Eastern Time (“ET”), ends on July 31, 2024 at 11:59 p.m. ET (the “Promotion Period”) and consists of four (4) “Weekly Entry Periods” as well as one (1) “Grand Prize Entry Period” spanning the entire Promotion Period, as set forth in the table below.

ENTRY PERIOD	STARTS AT 12:00 a.m. ET	ENDS AT 11:59 p.m. ET	MAIL IN ENTRY POSTMARK DATE	MAIL IN ENTRY RECEIVED BY DATE	BONUS ENTRY LIMIT
Week 1	July 1, 2024	July 10, 2024	July 10, 2024	July 17, 2024	50
Week 2	July 11, 2024	July 17, 2024	July 17, 2024	July 24, 2024	35
Week 3	July 18, 2024	July 24, 2024	July 24, 2024	July 31, 2024	35
Week 4	July 25, 2024	July 31, 2024	July 31, 2024	August 7, 2024	35
Grand Prize	July 1, 2024	July 31, 2024	July 31, 2024	August 7, 2024	155

Administrator’s servers are the official time-keeping devices for the Sweepstakes.

**4. How to Enter:** You must be a Cracker Barrel Rewards Program member in order to participate. Creating a Rewards Program account (“Rewards Account”) is free but is subject to the program’s Terms and Conditions: <https://www.crackerbarrel.com/rewards/terms-and-conditions>. You can create a Rewards Account by downloading and registering on the Cracker Barrel Rewards™ app (the “App”), or by going to [www.crackerbarrel.com/rewards](http://www.crackerbarrel.com/rewards) and clicking “Join Now”.

- a. **Register to Earn an Entry:** During the Promotion Period, visit <https://crackerbarrel-endlesssummer.promo.eprize.com/> (“Promotion Site”) and follow the links and instructions to accurately complete and submit the registration form, including your first and last name (initials are not sufficient), email address associated with your Rewards Account and check the box acknowledging you are eighteen (18) years of age or older (nineteen (19) in Alabama and Nebraska) and agree to these Official Rules. You will receive one (1) entry into the Weekly Entry Period drawing associated with the time and date of your registration, one (1) entry into each subsequent Weekly Entry Period drawing, and one (1) entry into the Grand Prize drawing.
- b. **Earn Bonus Entries:** There are two (2) ways to earn “Bonus Entries” into the Sweepstakes, as outlined below.

**(1) Make a Qualifying Transaction at a Cracker Barrel Restaurant, Retail Store, in App or Online at [www.crackerbarrel.com](http://www.crackerbarrel.com) using your Rewards Account:** During the Promotion Period, purchase one (1) or more food, beverage or retail merchandise item, excluding gift

cards, while using your Rewards Account (herein, a "Qualifying Transaction")\*. For each Qualifying Transaction made during the Promotion Period you will earn one (1) Bonus Entry into the Weekly Entry Period drawing associated with the date and time of your Qualifying Transaction, one (1) Bonus Entry into each subsequent Weekly Entry Period drawing and one (1) Bonus Entry into the Grand Prize Drawing. Limit: You may earn up to five (5) Bonus Entries by purchase each calendar day.

\*To make a Qualifying Transaction 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. To make a Qualifying Transaction on [www.crackerbarrel.com](http://www.crackerbarrel.com) or in-App, you must first sign into your Rewards Account and then complete your transaction.

- (2) Earn Bonus Entries By Mail:** To earn Bonus Entries without making a Qualifying Transaction, print your name, address, phone number, email address associated with your Rewards Account and date of birth on a piece of paper and mail it in an envelope with proper postage to "Cracker Barrel Rewards Endless Summer Sweepstakes," c/o Merkle Inc., P.O. Box 5046, Department 863605, Kalamazoo, MI 49003-5046. You must designate the Entry Period for which you would like an entry on the front of your envelope (Week 1, Week 2, Week 3 or Week 4). You will receive one (1) Bonus Entry into the designated Weekly Entry Period drawing, one (1) Bonus Entry into each subsequent Weekly Entry Period drawing and one (1) entry into the Grand Prize drawing. Limits: One (1) entry request per envelope; Bonus Entry limits vary for each Weekly Entry Period as set forth in the table in Section 3 above. All mail-in entries must be postmarked and received by the dates indicated in the table in Section 3 above. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limits for all Entries: You may earn one (1) entry for registering and up to the number of Bonus Entries designated for each Weekly Entry Period in the table in Section 3 (by any combination of the Bonus Entry methods outlined above). Multiple entrants are not permitted to share the same email address and or Rewards Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Rewards Accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. 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.

**5. Prize Drawing and Winner Requirements:** Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received for the applicable Entry Period (Weekly and Grand Prize) on or around August 15, 2024. All potential winners will be notified via email. Each potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Potential Weekly Entry Period prize winners will be required to provide their home mailing address (P.O. Boxes may not be permitted) to confirm eligibility within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide their address or any other requested information within the required time period, or 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 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 three (3) alternate drawings will be held, after which the prize will remain un-awarded.

## **6. Prizes Offered, Approximate Retail Value (“ARV”), and Odds of Winning:**

### **A. Prizes Offered:**

THREE (3) GRAND PRIZES: Multiple Cracker Barrel Old Country Store® digital gift cards totaling \$2,500. ARV of each Grand Prize: \$2,500.

FOUR (4) WEEKLY PRIZES (one (1) for each Weekly Entry Period drawing): One (1) \$250 Cracker Barrel Old Country Store® digital gift card. ARV of each Weekly Prize: \$250.

**B. Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$8,500.

**C. Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries included in the drawing for each applicable Entry Period.

All gift cards awarded are subject to separate (standard) gift card terms and conditions. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Grand Prize winners will receive an IRS Form 1099 MISC reporting the actual value of the prize received. 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, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after winner confirmation is complete. Limit of one (1) Weekly Prize and one (1) Grand Prize per household.

**7. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, voice, opinions, and/or hometown, and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

**8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment and may modify the prizes offered herein. 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 Sweepstakes, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this or any other promotion, in violation of the terms and conditions of the Rewards Program or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among

all eligible prize claims received. In the event there is a discrepancy or inconsistency between, any other statements contained in any Sweepstakes-related materials and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

**9. 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 Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process, Rewards Program or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes, or to the receipt, use, inability to use or misuse of any prize or while traveling to or from any prize-related activity. If for any reason an entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another entry into the Sweepstakes, if it is possible.

#### **11. Dispute Resolution, Mandatory Arbitration, & Class Action/Jury Trial Waiver**

- a. 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 Sweepstakes (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.
- b. 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](http://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 THIS SECTIONS VI(D) AND VI(E) BELOW, TO HAVE ALL DISPUTES RESOLVED THROUGH 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).

- c. 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.
- d. Exception to Arbitrate. We each may bring qualifying claims in small claims court. Further, as provided in Section 11f. 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.
- e. 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.
- f. 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.

**12. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.crackerbarrel.com/privacy>.

**13. Winner List:** For a winner list, click [HERE](#). The winner list will be posted after winner confirmation is complete.

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