

Cracker Barrel Rewards™ Christmas Star Sweepstakes

Official Rules

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

1. Eligibility: Cracker Barrel Rewards™ Christmas Star 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”), dentsu Inc., Hallmark Media United States, LLC (“Hallmark Channel”) 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. Additional Grand Prize Eligibility: In addition to the general eligibility requirements set forth above, the potential Grand Prize winner must also consent to a confidential background check, including a review of social media accounts, in order to claim the prize. **Due to the nature of the Grand Prize, if a background check reveals that the potential Grand Prize winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified. In addition, each travel companion of a Grand Prize winner will also be required to pass a background check, including a review of social media accounts, to participate in the trip prize. If the background check for a travel companion reveals that the travel companion engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, winner will have the option to select another guest to attend the trip.** Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to participate in the Sweepstakes and win the Grand Prize. Professional actors and filmmakers, whether full-time or part-time, are allowed to participate/eligible to receive the Grand Prize so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Hallmark Channel or Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any event connected with the Grand Prize. Movie filming may take place outside of the United States, in which case the Grand Prize winner and Grand Prize winner’s travel companion must have valid passports and any other documentation necessary for international travel.

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

4. Timing: The Sweepstakes begins on November 1, 2024 at 12:00 a.m. Eastern Time (“ET”), ends on December 28, 2024 at 11:59 p.m. ET (the “Promotion Period”), and consists of the following eight (8) “Weeks” as set forth in the table below.

| Week | Starts at 12:00 a.m. | Ends at 11:59 p.m. | Mail In Alternate Method of Entry Limit |
|--------|----------------------|--------------------|---|
| Week 1 | 11/1/24 | 11/9/24 | 9 envelopes/54 entries |
| Week 2 | 11/10/24 | 11/16/24 | 7 envelopes/42 entries |
| Week 3 | 11/17/24 | 11/23/24 | 7 envelopes/42 entries |
| Week 4 | 11/24/24 | 11/30/24 | 7 envelopes/42 entries |
| Week 5 | 12/1/24 | 12/7/24 | 7 envelopes/70 entries |
| Week 6 | 12/8/24 | 12/14/24 | 7 envelopes/42 entries |
| Week 7 | 12/15/24 | 12/21/24 | 7 envelopes/42 entries |
| Week 8 | 12/22/24 | 12/28/24 | 7 envelopes/70 entries |

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

5. 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 and clicking “Join Now”.

Next, during the Promotion Period, visit <https://crackerbarrel-holiday.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 earn one (1) entry into the Sweepstakes.

NOTE: You must first register for the Sweepstakes in order to participate. Purchases made before you register will not be eligible for entries.

Once you have registered, you may take any of the following actions during the “Applicable Dates” in order to earn entries:

| Entry Method Table | | | |
|-----------------------------------|------------------------------------|-----------------|------------------------------|
| Applicable Dates | Entry Methods (each defined below) | Entries Earned | Entry Limit |
| 11/1/24 – 11/30/24 (Weeks 1-4) | Register/Sign in to Promotion Site | 1 | 1 per day |
| | Make a General Purchase | 1 | 1 per day |
| | Make a Catering Purchase | 5 | 5 per day |
| | Mail In Alternate Method of Entry | 6 per envelope | See table in Section 4 above |
| 12/1/24 – 12/7/24 (Week 5) | Register/Sign in to Promotion Site | 1 | 1 per day |
| | Make a General Purchase | 5 | 5 per day |
| | Make a Catering Purchase | 5 | 5 per day |
| | Mail In Alternate Method of Entry | 10 per envelope | See table in Section 4 above |
| 12/8/24 – 12/21/24 (Weeks 6-7) | Register/Sign in to Promotion Site | 1 | 1 per day |
| | Make a General Purchase | 1 | 1 per day |
| | Make a Catering Purchase | 5 | 5 per day |
| | Mail in Alternate Method of Entry | 6 per envelope | See table in Section 4 above |
| 12/22/24 – 12/28/24 (Week 8) | Register/Sign in to Promotion Site | 1 | 1 per day |
| | Make a General Purchase | 5 | 5 per day |
| | Make a Catering Purchase | 5 | 5 per day |
| | Mail In Alternate Method of Entry | 10 per envelope | See table in Section 4 above |

To Earn Entries When You “Register/Sign in to Promotion Site”: Return to the Promotion Site and enter the email address associated with your Rewards Account to earn one (1) additional entry per day during the Promotion Period, as outlined in the Entry Method Table set forth above.

To Earn Entries by Making a “General Purchase”: Purchase one (1) or more food, beverage or retail merchandise item, excluding gift cards, while using your Rewards Account* to earn the specified number entries per day based on Applicable Dates, as set forth in the Entry Method Table above. Excludes orders delivered through third-party delivery services. Entries earned by food and/or beverage purchase or in-person retail merchandise purchase will be earned on the date your check is closed. **Entries earned by**

online retail merchandise purchase will be earned at the end of the Promotion Period and therefore will not be reflected in the entry counter on the Promotion Site.

To Earn Entries by Making a “Catering Purchase”: Purchase a catering order or Heat n’ Serve meal while using your Rewards Account* to earn five (5) entries per day as set forth in the Entry Method Table above. Excludes orders delivered through third-party delivery services. **Entries will be earned based on the date your Catering Purchase is picked up or delivered by Cracker Barrel delivery services, not the date of your initial order or date of payment.**

***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. 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.

To Earn Entries By “Mail-In Alternate Method of Entry”: To earn entries without making a purchase, 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 Christmas Star Sweepstakes” c/o Merkle Inc., P.O. Box 5025, Department 864744, Kalamazoo, MI 49003-5025. You must designate the “Week” for which you would like your mail in entry on the front of your envelope (e.g. Week 1, Week 2, Week 3 etc.) as set forth in the table in Section 4 above. **Limits:** Only one (1) weekly mail in entries request per envelope; see the Entry Method Table in Section 5 above for the number of entries to be received during the applicable Week. Mail in entry limits vary for each Week as set forth in the table in Section 4 above. All mail-in entries must be postmarked by December 28, 2024 and received by January 6, 2025 in order to be included in the drawing. 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 up to four hundred and sixty-two (462) entries by any combination of entry methods outlined above, subject to the entry limits per each method set forth in the Entry Method Table 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.

6. Prize Drawings 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 during the Promotion Period (or Mail-In Alternate Method of Entry end date, as applicable) on or around January 13, 2025. All potential winners will be notified via email from Administrator. The potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability Waiver, including a consent to a confidential background check 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. In addition, the Grand Prize winner’s travel companion will also be required to sign a publicity and liability release and consent to background check, which must be received by Administrator within five (5) calendar days in order to be eligible to accompany winner on the trip prize as outlined in Section 7.A. below. If travel companion fails to return the liability/publicity release and consent to a background check within the allotted timeframe, **or the background check for travel companion reveals that travel companion engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the Grand Prize winner will have the option to select another travel companion to attend the trip, time permitting.**

Each potential First Prize winner also will be required to sign and return a Declaration, which will not include a consent to a background check, 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.

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. In addition, if the background check reveals that the potential Grand Prize winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify the potential Grand Prize winner. 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.

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

A. Prizes Offered:

ONE (1) GRAND PRIZE: A trip prize for winner to participate in a non-speaking, walk-on role in a Hallmark Channel movie, accompanied by one (1) travel companion. Travel companion must be the age of majority or older in their jurisdiction of residence at the time the trip prize is claimed. Trip to take place by December 31, 2026, which date is subject to change by Hallmark Channel and Sponsor. The specific Hallmark Channel movie, trip destination and exact dates are to be determined by Hallmark Channel and Sponsor in their sole discretion. Notwithstanding the foregoing Sponsor will make reasonable efforts to select a location and travel dates acceptable to winner. Movie filming may take place outside of the United States; therefore passports may be required.

Trip prize to include:

- One (1) non-speaking, walk-on role in a Hallmark Channel movie for winner only;
- Use of movie set trailer as well as hair and make-up services for winner and travel companion;
- Round trip, coach-class air transportation for two (2) from a major U.S. airport near winner’s home (determined by Sponsor in its sole discretion) to a major airport near the movie filming location;
- Two (2) nights’ accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy);
- Ground transportation between winner’s home and airport and between airport and hotel;
- \$500 in spending money.

The Grand Prize will also include a check in the amount of \$4,307.00, which the Grand Prize winner may use towards tax liabilities related to the acceptance of the Grand Prize (the “Tax Gross-Up Payment”). **Grand Prize winner’s actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner’s tax obligations.

Exact details surrounding walk-on role opportunity, including but not limited to, the specific movie and length and scene of walk-on role, to be determined by the Hallmark Channel in its sole discretion. **Winner will not be entering into an employment or any other relationship with Sponsor or the Hallmark Channel. There is no guarantee that the scene(s) in which winner may appear will be included in the final cut of the movie.** Winner and travel companion must comply with all rules and regulations with respect to walk-on role and movie set visit. Failure to do so may result in forfeiture in a portion of the prize, as determined by Sponsor and/or Hallmark Channel in their sole discretion.

Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, additional ground transportation, meals, incidentals, gratuities, insurance, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, food & beverage, personal expenses, security fees, taxes or other expenses are the responsibility solely of winner and/or travel companion. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Travel companion must travel on same itinerary and at the same time as the winner. Winner's travel companion must pass a background check and execute a publicity and liability release prior to issuance of travel documents. Grand Prize winner and travel companion must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof. **Sponsor may, in its discretion, film and/or photograph winner and travel companion during the trip prize ("Prize Footage"). All Prize Footage will be owned by Sponsor as set forth in the Publicity section below.** Sponsor has no obligation to film Prize Footage or to use any Prize Footage that is filmed. **Film site may be located outside of the United States. Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel.** Travel restrictions, conditions and limitations may apply. **By traveling and attending on-set opportunity, winner and winner's travel companion voluntarily assume all risks related to exposure to COVID-19.** If in the judgment of Sponsor air travel is not required due to winner's proximity to film location, as determined in Sponsor's sole discretion, ground transportation will be substituted for round trip air travel. The Grand Prize winner and travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. If Grand Prize winner elects to travel or partake in the Grand Prize with no travel companion, no additional compensation will be awarded. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

In the event the Grand Prize winner or travel companion engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Grand Prize winner and/or their travel companion home with no further obligation or compensation whatsoever to winner and/or travel companion. In the event the Grand Prize winner and/or travel companion engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner or travel companion to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by the Grand Prize winner and/or travel companion as a result of such conduct.

ARV of Grand Prize: \$14,357.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

FIVE (5) FIRST PRIZES: Multiple Cracker Barrel Old Country Store® digital gift cards totaling \$1,000. All gift cards awarded are subject to separate (standard) gift card terms and conditions. ARV of each First Prize: \$1,000.00.

For All Prizes: 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. 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. 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. First Prizes will be fulfilled approximately 8-10 weeks after winner confirmation is complete. Limit: One (1) prize per household.

B. Total ARV: The total ARV of all available prizes in the Sweepstakes is \$19,357.00.

C. Odds of Winning: The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

8. 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, Prize Footage, 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.

9. 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.

10. Release: By receipt of any prize, winners agree to defend, indemnify, release and hold harmless Sponsor, Administrator, Hallmark Media United States, LLC 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 and all losses, demands, damages, rights, claims, or cause of action and liabilities of any kind related to or arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or winner's and their travel companion's participation in any prize-related activities 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 loss or damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy. The winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Sweepstakes or use or redemption of the prize.

11. Limitations of Liability: The Released Parties are not responsible and shall have no liability 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; (6) any cancellations, delays, or interruptions resulting or arising from Acts of God, war, terrorism, civil unrest, strikes, supply shortages, natural disasters, weather, epidemics, compliance with any law or order of a governmental authority, or any other similar act, event, or occurrence beyond the reasonable control of the Sponsor; (7) any cancellations, delays, diversions, changes in service or accommodations or substitutions, or for any acts or omissions by any third parties beyond its reasonable control, including air carrier(s) and other transportation companies; lodging, restaurant or other hospitality providers; entertainment providers, venues or talent; or other third party providers supplying any services or components of the Prize(s) to winners and/or their travel companion, or for any resulting injuries, including money damages, costs and expenses, property damages, personal injuries or death resulting therefrom; or (8) any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages, to persons, including death, or to 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.

By entering the Sweepstakes, entrant agrees that to the extent permitted by applicable law:

- A. ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE;
- B. UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND
- C. ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEE INJUNCTIVE RELIEF OR EQUITABLE RELIEF.

12. 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) 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 12(D) AND 12(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.

13. Entrant's Personal Information: As a condition of entering the Sweepstakes, each entrant understands Administrator, on behalf of Sponsor, is collecting their name and email address for the sole purpose of administering this Sweepstakes. Any information entrant provides to Sponsor and Administrator may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.crackerbarrel.com/privacy>.

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

© 2024 CBOCS Properties, Inc. All rights reserved.