

Cracker Barrel Rewards™ Bonus Game #3 Official Rules

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

1. Eligibility: Cracker Barrel Rewards™ Bonus Game #3 (the "Instant Win Game") 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 and have an active account with the Cracker Barrel Rewards™ loyalty program ("Rewards Program"). 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 Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game 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 Instant Win Game. 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 Instant Win Game begins on February 13, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on May 13, 2024 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Instant Win Game.

4. Cracker Barrel Rewards Maximum Peg Limitation: A participant in this Rewards Program may have a maximum of five hundred (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 four hundred eighty-five (485) Pegs, they may not fully receive:

- (a) the prize won in this Instant Win Game (as described in Section 8 below) or the Consolation Offer (as described in Section 7), and
- (b) the Bonus Offer (described Section 5).

Participant will receive part of either a Peg Prize or the Consolation Offer and the Bonus Offer added to their Rewards Account so long as the 500 Peg limitation is not exceeded.

5. How to Earn Instant Win Game Plays: During the Promotion Period, there are two (2) ways to earn Instant Win Game Plays ("Game Plays"), as outlined below.

a. Through the Cracker Barrel Rewards™ Challenge Board: 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 "Challenge Board" page. You will receive one (1) Game Play for completion of any one (1) of the following six (6) "Challenges" on the Challenge Board or for using any one (1) of the three (3) "Free Spins." Purchases and redemptions made prior to the Promotion Period do not count toward these Challenges. You can only receive one (1) Game Play for completion of each of the available Challenges:

- Add your birthdate information to your profile in-store, on the Website, or in the App. If you have previously added your birthdate information to your profile, this Challenge will automatically be marked as complete and you will earn a Game Play;
- Purchase a retail item with a minimum purchase price of \$25.00 (exclusive of taxes) either in the Old Country Store or online at shop.crackerbarrel.com;
- Purchase any "Daily Deal" from our Daily Special menu, for dine in or pick up, in-store, on the Website or in the App;
- Order any menu or catering item "to go" from the Website, in the App or in-store. You must receive your to go order using curbside pick-up, in-store pick-up, or Cracker Barrel delivery arranged through the Website or App. Delivery hours and radius may vary. Includes "Family Meal Basket" orders. Excludes "Take Home Meals", "to go" items included on a check for in-store dining and orders delivered through third-party delivery services;

- Purchase two (2) or more menu entrée items on the same check, in-store, on the Website, or in the App. Not valid for purchases of menu items from the kids menu, “Family Meal Baskets”, catering or delivery orders through Cracker Barrel or a third party;
- Purchase any pancake menu item for dine in or using curbside pick-up or in-store pick-up. Includes catering, “Family Meal Baskets” and individual sides of pancakes. To qualify, an individual side of pancakes must be ordered a la carte and not as a side that comes with an entrée. Not valid for delivery orders.
- Or, you may use any of the three (3) “Free Spins,” which are automatically made available on the Challenge Board.

b. No Purchase Necessary (“NPN”) Method: During the Promotion Period, click [HERE](#) and follow the instructions to complete and submit the free code request form. You will automatically receive one (1) unique code via email, with instructions on how use the code to activate your NPN Instant Win play. All requests must be received by May 13, 2024 at 11:55 p.m. ET and all codes 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).

Play the Instant Win Game: You may bank your Game Plays during the Promotion Period. All Game Plays will be forfeited if you do not use them during the Promotion Period. To play the Instant Win Game, Click on “Spin Now.” The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation of their win. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

BONUS OFFER: By earning all nine (9) Game Plays either by completion of all nine (9) Challenges (including Free Spins) on the Challenge Board or through any combination of the Game Play earning methods, and verification of such completion by Sponsor or Administrator, you will qualify to receive two-hundred and twenty five (225) Pegs, to be automatically added to your Rewards Account, subject to the maximum Peg Limitation at the time of completion set forth in Section 4. Once your Challenge Board completion is verified by Sponsor or Administrator, the Pegs will be automatically loaded into your Rewards Account within approximately seventy-two (72) hours.

Limit: Each entrant may play the Instant Win Game nine (9) times during the Promotion Period by any combination of methods. There is a maximum of five (5) NPN requests. 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 Game Plays by using multiple/different email addresses, Rewards Accounts, identities, registrations and logins, or any other methods will void that entrant's Game Plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected Challenge completions or Game Plays, which will be disqualified. 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. ALL POTENTIAL WINNING GAME PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE 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 PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

7. Instant Win Game Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential

winners are final and binding in all matters related to the Instant Win Game. There will be 351,847 random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. If you are not a potential instant winner of a prize (as detailed below), you will receive five (5) Pegs ("Consolation Offer") to be added to your Rewards Account (subject to the maximum Peg Limitation set forth in Section 4), regardless of method of entry. Once your potential winning play is verified by Sponsor or Administrator, the prize or Pegs will be automatically loaded into your Rewards Account within approximately seventy-two (72) hours. If any potential winner's Rewards Account cannot be accessed, or potential winner cannot be contacted or if a prize is returned as undeliverable, the potential winner forfeits prize. Unclaimed prizes will not be awarded.

8. Prizes Offered:

TWENTY-NINE THOUSAND TWO HUNDRED SIXTY (29,260) BARREL BITE PRIZES: One (1) order of Barrel Bites, redeemable in store or online. Reward expires 180 days after it is loaded into winner's Rewards Account. Not applicable to the Barrel Bite Duo. Approximate Retail Value ("ARV"): \$4.99; actual price may vary by location.

EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-SEVEN (87,877) BEVERAGE PRIZES: One (1) non-alcoholic beverage, redeemable in store or online. Reward expires 180 days after it is loaded into winner's Rewards Account. ARV: \$2.99; actual price may vary by location.

EIGHTY-EIGHT THOUSAND ONE HUNDRED AND FOUR (88,104) OFFERS OF 15 PEGS: Fifteen (15) Pegs.

ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED AND SIX (146,606) OFFERS OF 10 PEGS: Ten (10) Pegs.

All prizes and offers will be fulfilled digitally directly into winner's Rewards Account, subject to the maximum Peg limitation set forth in Section 4. Odds of winning a prize depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded. 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. TOTAL ARV OF ALL PRIZES: \$408,759.63. Limit: Nine (9) Instant Win Game prizes/offers per person.

9. Publicity: Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, 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. 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 Instant Win Game, 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 Instant Win Game 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.

11. 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.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process, Rewards Program or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) 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 Instant Win Game, or receipt, or use 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 in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. 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 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.
- 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 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 12(f.) 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.

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

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