

Cracker Barrel Rewards® Pit Stop Sweepstakes

Official Rules

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

1. Eligibility: Cracker Barrel Rewards® Pit Stop 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 who are also members of the Cracker Barrel Rewards™ loyalty program ("Rewards Program"), all at the time of entry. Employees, officers, and representatives of Merkle Inc. ("Administrator"), Speedway Motorsports, LLC, Speedway GLOBE, LLC, Nashville Speedway USA, Inc. d/b/a Nashville Superspeedway, Atlanta Motor Speedway, LLC, Bristol Motor Speedway, LLC, Charlotte Motor Speedway, LLC, Dover Motorsports, LLC d/b/a Dover Motor Speedway, LLC, Las Vegas Motor Speedway, LLC, New Hampshire Motor Speedway, LLC, North Wilkesboro Speedway, LLC, Sonoma Raceway, LLC, and Texas Motor Speedway, LLC, 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 2000, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on February 13, 2026 at 12:00 a.m. Eastern Time ("ET") and ends on April 12, 2026 at 11:59 p.m. ET (the "Promotion Period"). 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](#). 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".

During the Promotion Period, sign into your Rewards Account, click on the tile advertising this Sweepstakes ("Promotion Tile") to visit the "[Promotion Site](#)" and follow the links and instructions to accurately complete and submit the registration form, including your true first and last name (initials are not sufficient), email address associated with your Rewards Account, check the box verifying age eligibility and agree to these Official Rules. You will earn one (1) entry into the Sweepstakes. Important: please use your true name to be eligible to participate. Aliases and nicknames are not permitted. Ensure your name and email address matches that in your Rewards Account.

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 to earn entries:

A. Sign in to Promotion Site: Sign into your Rewards Account, click on the Promotion Tile to return to the Promotion Site and enter the email address associated with your Rewards Account. You may earn one (1) entry per day during the Promotion Period through this method ("Sign In").

B. Earn Additional Entries:

(1) Purchase Methods:

- **Make a "General Purchase":** Purchase one (1) or more food, beverage, catering or retail merchandise item, excluding gift cards, while using your Rewards Account* to earn one (1) entry per day. Excludes orders delivered through third-party delivery services..

- **Earn “Bonus” Entries by Purchasing Shareables:** You may also earn one (1) Bonus entry per day for each Shareables menu item you purchase while using your Rewards Account*. Excludes orders delivered through third-party delivery services.

***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.

Dates Purchase Method Entries are Earned: 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 a catering purchase 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. 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.

OR

(2) “No-Purchase” Method:

- **Earn Entries Without Purchase:** 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 Pit Stop Sweepstakes” c/o Merkle Inc., P.O. Box 5025, Department 867184, Kalamazoo, MI 49003-5025. You must write “General Purchase entry” or “Bonus Entry” on the outside of your envelope. **Limit:** One (1) mail in entry request per envelope. All mail-in entries must be postmarked by April 13, 2026 and received by April 20, 2026 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.

C. Limits For All Entries: There are a maximum of eighty-seven (87) entries that can be earned during the Promotion Period as follows:

- (1) You may earn one (1) entry for registering during the Promotion Period. After the date of registration you then may earn one (1) entry per day via the Sign In method, for a maximum of twenty-eight (28) Sign In entries during the Promotion Period.
- (2) During the Promotion Period, you may also earn a total of fifty-eight (58) Additional Entries as follows: (1) a maximum of twenty-nine (29) General Purchase entries; and (2) a maximum of twenty-nine (29) Bonus entries. In lieu of Additional Entries via General Purchase or Bonus entries, participants may earn entries via the No Purchase method, up to a maximum of twenty-nine (29) in place of General Purchase entries and twenty-nine (29) in place of Bonus entries. The total number of No Purchase entries may not exceed fifty-eight (58), and any mail-in entries submitted will count toward and be subject to the respective maximums for General or Bonus purchase entries they are replacing. For clarity, regardless of method of entry, the maximum number of Additional Entries any participant may receive during the Promotion Period is fifty-eight (58), comprised of no more than twenty-nine (29) entries from General Purchase entries (or equivalent No Purchase method entries), and no more than twenty-nine (29) entries from Bonus entries (or equivalent No Purchase method entries).

For All Entrants: 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 during the Promotion Period (or, for mail-in requests the mail-in end date, as applicable) on or around April 27, 2026. 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 and where not prohibited, a Publicity Release ("Declaration") and IRS Form W-9, 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 First Prize winners will be required to provide their name, home mailing address (P.O. Boxes not permitted), and date of birth 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 (if applicable) 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, time permitting, after which the prize will remain un-awarded.

6. Prizes Offered, Approximate Retail Value ("ARV") and Odds of Winning:

A. Prizes Offered:

One (1) Grand Prize: A four (4) day/three (3) night trip prize for winner and (1) guest to the 2026 Cracker Barrel 400 at Nashville Superspeedway, taking place May 29 through June 1, 2026. Travel companion must be the age of majority or older in their jurisdiction of residence at the time the trip prize is claimed.

Trip prize to include:

- 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 Nashville, TN;
- Three (3) nights' accommodations in an RV (double occupancy) at a trackside campsite. Includes linens, and assorted food and beverage (determined by Sponsor in its sole discretion);
- Ground transportation between airport and Nashville Superspeedway;
- Two (2) VIP suite tickets for all three (3) races;
- Attendance for two (2) at NASCAR Cup Series driver's meeting;
- Winner and travel companion invited to be on stage to greet NASCAR drivers during driver introductions;
- Pit and garage passes for winner and travel companion for entire race weekend (May 29-June 1, 2026);
- Front row access for two (2) to pre-race concert;
- Official Cracker Barrel 400 merchandise; style, color, size and all details to be determined by Sponsor in its sole discretion; and
- \$1,000 in Cracker Barrel Old Country Store® gift cards, to be fulfilled digitally. Gift cards are subject to separate (standard) gift card terms and conditions.

The Grand Prize will also include a check in the amount of \$6,300.00, 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.

Winner is obligated to work with Sponsor's travel agent to book trip immediately upon winner confirmation or prize will be forfeited. 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, food and beverages, incidentals, gratuities, insurance, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal expenses, security fees, taxes or other expenses are the responsibility solely of winner and/or winner's travel companion. Winner's travel companion must travel on same itinerary and at the same time as the winner. Grand Prize winner and travel companion must agree to abide by all air carrier, venue, transportation and any other prize-related activity's 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. Travel restrictions, conditions and limitations may apply. By traveling and attending race event, 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 race 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. Sponsor is not responsible if any portion of the race event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for any missed events. Seating determined in the sole discretion of Sponsor. Tickets may be subject to standard rain-check policies and procedures. By accepting the Grand Prize and by traveling with winner, winner and travel companion agree to abide by any terms, conditions and restrictions provided by the race venue/event tickets. Regardless of whether winner and winner's travel companion participate in all aspects of the prize, winner will still receive an IRS Form 1099 for the full value of all race event aspects of the prize. Sponsor is not responsible if winner or winner's travel companion does not attend any of the above prize events.

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. Should such early termination occur, winner will still receive an IRS Form 1099 for the full value of the prize. 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: \$21,200.00. 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: One (1) \$400 Cracker Barrel Old Country Store® gift card, to be fulfilled digitally. Gift cards are subject to separate (standard) gift card terms and conditions. ARV of each First Prize: \$400.00.

Additional Terms 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. Grand Prize winner will be contacted by Sponsor's travel agent and 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 \$23,200.00.

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

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, 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.

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 offered by Sponsor, 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, winners agree to defend, indemnify, release and hold harmless Sponsor, Administrator, Speedway Motorsports, LLC, Speedway GLOBE, LLC, Nashville Speedway USA, Inc. d/b/a Nashville Superspeedway, Atlanta Motor Speedway, LLC, Bristol Motor Speedway, LLC, Charlotte Motor Speedway, LLC, Dover Motorsports, LLC d/b/a Dover Motor Speedway, LLC, Las Vegas Motor Speedway, LLC, New Hampshire Motor Speedway, LLC, North Wilkesboro Speedway, LLC, Sonoma Raceway, LLC, and Texas Motor Speedway, LLC, Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC, Speedway Children's Charities, Sodexo, Levy, and any promotional partners, and each of their respective parent, subsidiary, affiliate, and related companies, and each of its and their respective members, managers, 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.

10. Limitations of Liability: The Released Parties are not responsible and shall have no liability for: (a) 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; (b) 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; (c) unauthorized human intervention in any part of the entry process, Rewards Program or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (e) late, lost, undeliverable, damaged or stolen mail; (f) 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; (g) 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 to winner 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 (h) 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.

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 the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, available at www.adr.org. 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 11(D) AND 11(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 11(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.

12. 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](#).

13. Winner List: For a list of all winners, please see this [winlist](#). The winner list will be posted after winner confirmation is complete.

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