



## Triple Triple Challenge Contest Official Rules & Regulations

**CONTEST PERIOD:** Wayback Burgers Triple Triple Challenge (“Contest”) will begin at 9:00:01 a.m. Eastern Standard Time on September 18th, 2017 (“Contest Start Date”), and will end at 11:59:59 p.m. Eastern Standard time on September 18th, 2017.

**SPONSOR:** Jake’s Franchising LLC, 716 S Main Street, Cheshire, CT 06410

**THEME:** Wayback Burgers Triple Triple Challenge Participants (“Contestants”) will need to eat the Triple Triple Burger the fastest. The fastest timed eater nationwide across all participating locations will win the grand prize.

**ELIGIBILITY:** The Contest is intended for viewing and participation in the 50 United States and the District of Columbia (“U.S.”) only, and shall only be construed and evaluated according to U.S. and Connecticut law. Eligibility for the Contest requires that the Guest is age 16 or older and a legal U.S. resident. To participate in the Contest, Contestant must come to a Wayback Burgers location, purchase a Triple Triple Burger and get timed by a Wayback Burgers employee while they eat the burger as fast as they can. Employees, officers, directors, managers and members of the Sponsor, affiliates and subsidiaries, advertising and promotion agencies and anyone working on the implementation of the Contest or the fulfillment of any Contest Entity (“Prize”), as well as the immediate family members (*i.e.*, parents, children, siblings, spouses) and/or persons living in the same household (whether related or not) of any of the foregoing are not eligible to participate in the Contest. All federal, state and local laws and regulations apply. **Void where prohibited by law.**

**HOW TO ENTER:** To enter the Contest, Contestant must come to a participating Wayback Burgers location, purchase a Triple Triple Burger and get timed by a Wayback Burgers employee while they are eating the burger as fast as they can. Final determination of eligibility of any Work will be made by the Sponsor in its sole discretion. All Entries must be timed by a Wayback Burgers employee during the Contest Period. All Entries received during the Contest Period will compete for the Prize. The Sponsor reserves the right to disqualify any person that does not finish the Triple Triple Burger. The Sponsor is not responsible for any injuries. Contestant acknowledges that there are risks of personal injury, illness and possible loss of life, and risks to participating in this Contest. Contestant voluntarily enters the contest and assumes all of these risks. Contestant, as a condition of entry, agrees to indemnify, defend and hold harmless Wayback Burgers, Jake’s Franchising LLC, and affiliated companies, their vendors, their advertising, promotion and public relations agencies, co-sponsoring companies and their affiliates and agencies, and all officers, directors, employees and agents of the aforesaid entities, from any and all claims and costs, including attorneys’ fees, relating to, arising from or in connection with participation in this contest or the receipt or use of any Prize. In so doing, contestant releases and indemnifies therefore said entities and individuals from liability for injuries or damages of any kind arising

from or in connection with participation in this contest or the receipt or use of any Prize. In no event shall Wayback Burgers be liable to a contestant for acts or omissions arising out of or related to the Contest or that contestant's participation in the Contest.

**BY PARTICIPATING, CONTESTANT ACKNOWLEDGES THAT HIS/HER ENTRY, NAME AND LIKENESS MAY BE POSTED ON THE SPONSOR'S WEBSITE OR ON THE SPONSOR'S FACEBOOK PAGE OR ANY OTHER SOCIAL MEDIA FORUM IN THE SPONSOR'S DISCRETION AND THAT VIEWERS WILL BE INVITED TO COMMENT ON THE POSTED WORKS. COMMENTS WILL HAVE NO BEARING ON WHETHER AN CONTESTANT WILL BE DETERMINED THE WINNER OF ANY PRIZE.** In the event of a dispute regarding the identity of an individual who actually submitted an online entry, the Entry will be disqualified at the Sponsor's discretion.

**REQUIREMENTS OF ENTRY:** Contestant represents and warrants: (i) that participant must purchase a Triple Triple Burger; (ii) that a Wayback Burgers employee must be the only person to time the participant; (iii) that the participant completely finishes the Triple Triple Burger.

Entries which do not conform to these Requirements will be disqualified. The Sponsor further reserves the right, in its sole discretion, at any time during the Contest Period, to disqualify and remove any Entry if it believes that the necessary Requirements have not been obtained. The Sponsor also reserves the right to disqualify any Entry submitted by a Contestant who is not in compliance with these Official Rules or who acts in an unsportsmanlike or disruptive manner, or who has any intent to annoy, abuse, threaten or harass any other person, as determined in the Sponsor's sole discretion.

**PRIZES:** There shall be one (1) Grand Prize Winner. The Grand Prize shall be \$3,330.00.

All local, state and federal taxes are the sole responsibility of the Prize Winners. The Prizes are not exchangeable, transferable, or redeemable. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right in its sole discretion to substitute any Prize with another Prize of equal or greater value. All decisions by the Sponsor as to the Grand Prize, as well as to all aspects of the Contest, are final and binding.

**CONTEST WINNER DETERMINATION:** The fastest time one Contestant eats the Triple Triple Burger. The Contest is open to all participating Wayback Burgers and the fastest Contestant to eat the Triple Triple Burger the fastest chain-wide will win the Prize. Within 10 days after the end of the Contest Period, the Grand Prize Winner will be determined to be the eligible Entry.

**WINNER NOTIFICATION:** The Prize Winner will be contacted via email, phone, Facebook and/or mail within 10 days after the end of the Contest Period and will then be required to submit additional information to verify age and identity. The Prize Winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release ("Release"), and to return it within 2 days of written notification. If the Prize Winner is a Minor, the Release must be signed by the Minor's parent or legal guardian. If the Grand Prize is returned as unclaimed or as undeliverable to a potential winner, or if a potential winner cannot be reached within two (2) calendar days from the first notification attempt, or if a potential winner fails to return any requisite document(s) within the specified time period(s), or if a potential winner is not in compliance with these Official Rules, then that person shall be disqualified, and, at the Sponsor's sole discretion, the next runner up will be notified. The Prize Winner's entry into the Contest constitutes permission (except where prohibited) for the Sponsor to use that Prize Winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation. Additional information about the Prize Winner and parental consents may be required to deliver the Prizes and to comply with the relevant local,

state, and federal laws.

**RELEASE AND GOVERNING LAW:** By participating, Contestants (and their parents or legal guardians if Contestants are Minors) (a) agree to be bound by these Official Rules and by the decisions of the Sponsor which shall be final in all respects; (b) agree that they are bound by the Sponsor's Terms of Use, Privacy Policy, and other Website policies and requirements regarding the uploading and posting of their Work; (c) agree that any dispute arising under this Contest will be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules; (d) consent to the jurisdiction and venue of the federal, state, and local courts located in Connecticut; and (e) agree on his/her behalf, and on behalf of his/her respective heirs, executors, administrators, legal representatives, successors and assigns (collectively, the "Releasing Parties"), to release, defend, and hold harmless the Contest Entities and their respective officers, directors, agents, representatives and employees, and those individuals' respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, causes of action, suits, and liability including, but not limited to, for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, and any costs or expense including, without limitation, any property damage, personal injury, or death which may occur in connection with participation in the Contest and/or acceptance or use or misuse of any awarded prize. The Releasing Parties agree to hold harmless and to indemnify the Released Parties from and against any claims arising out of a breach by Contestant of any of the representation and warranties contained in these Official Rules.

**LIMITATION OF LIABILITY:** The Sponsor shall not be responsible if the Contest cannot be implemented or if a Prize cannot be awarded due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. The Sponsor makes no representation or guarantee, expressed or implied, in fact or in law, with respect to any Prize and specifically disclaims all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest shall be resolved individually, without resorting to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. CONTESTANTS (AND THEIR PARENTS OR LEGAL GUARDIANS IF CONTESTANTS ARE MINORS) HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S AND LEGAL FEES, OR TO INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CONTESTANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S AND LEGAL FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**PRIVACY:** Any personally identifiable information collected during an Contestant's participation in this Contest will be used by the Contest Entities for purposes of the proper administration of the Contest as described in these Official Rules and as set forth in the Sponsor's published privacy policy on its Website at <http://www.waybackburgers.com/privacy-policy>.

**Winners List:** The Prize Winner will be posted on the Website ([www.tripletriplechallenge.com](http://www.tripletriplechallenge.com)),

Instagram ([www.instagram.com/waybackburgers](http://www.instagram.com/waybackburgers)), Twitter ([www.twitter.com/waybackburgers](http://www.twitter.com/waybackburgers)) and Facebook ([www.facebook.com/waybackburgers](http://www.facebook.com/waybackburgers)) at the conclusion of the Contest.

**FINAL AUTHORITY:** Jake's Franchising LLC has sole and complete discretion regarding all Contest related matters. All decisions regarding qualifications, selection or disqualification of a Contestant/s or Winner/s shall be subject to the sole and complete discretion of Wayback Burgers. Contestants can be disqualified for any reason at any time.

**CERTIFICATION AND SIGNATURE:** I certify that the information provided is correct and that I have carefully read, understand and accept the terms of the Wayback Burgers Triple Triple Challenge Official Contest Rules and Entry Form. My signature indicates my understanding and assumption of the risks and my voluntary participation in this Contest.

**Participant's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Birth (must be 16 or older):** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

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TO BE FILLED OUT BY WAYBACK BURGERS TEAM MEMBER  
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**Wayback Burgers Team Member Name:** \_\_\_\_\_

**Wayback Burgers Team Member Signature:** \_\_\_\_\_