

Summer Vacation Sweepstakes: Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES.

1. Eligibility: Summer Vacation Sweepstakes: The Wayback Burgers Summer Vacation Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are eighteen (18) years or older at the time of entry. Void where prohibited by law. Employees of Wayback Burgers, Jake's Franchising LLC, or any of their respective affiliates, subsidiaries, franchisees, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Promotion is subject to and governed by Connecticut and U.S. law and subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Promotion is void where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: The Promotion is sponsored by Jake's Franchising, LLC, a Delaware corporation ("Sponsor"), which operates or is the franchisor of the participating Wayback Burgers, Jake's Wayback Burgers ("Stores"). Jake's Franchising, LLC, 716 S Main Street, Cheshire, CT 06410. For the avoidance of doubt, individually owned and operated Wayback Burger franchisees are not the sponsors of this Promotion.

3. Timing: The Promotion begins on June 25, 2022, at 12:00 a.m. Eastern Standard Time ("EST") and ends on July 24, 2022, at 11:45 p.m. EST (the "Promotion Period"). Sponsor's computer is the official time-keeping device for this Promotion.

4. To Participate: During the Promotion Period, participants who text "vacation" to 833-990-0950 will automatically be entered to win a prize. Message and data rates may apply. One (1) participant will be selected, at random, to receive a grand prize. The drawing will be conducted in the offices of the Sponsor located at 716 S Main Street, Cheshire, CT 06410. Limit: Each participant may enter one (1) time during the Promotion Period. Additional text messages to 833-990-0950 will not increase a participant's odds of winning. Multiple entrants are not permitted to share the same phone number. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different phone numbers or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, or entries, which will be disqualified.

5. Alternate Method of Entry:

You may enter the Text2Win Sweepstakes (the “Promotion”) by visiting the Wayback Burgers website (waybackburgers.com/summer-vacation-sweepstakes) (the “Website”) and completing and submitting the online entry form (an “Entry”). All Entries must be received by the end time and date of the Promotion Period to be valid and eligible. Incorrect and incomplete Entries are void.

Promotion Entries may be submitted in accordance with these Official Rules by text, mail or online only. No Entries will be accepted at any Wayback Burgers stores or locations.

6. Text2Win Prizes: Participant who is selected to win the one (1) grand prize will be notified no later than August 1, 2022, at 11:59 p.m. EST. Other conditions and restrictions may apply. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the applicable Sweepstakes Entry Period. The following prizes will be awarded. Prize Description
Approximate Retail Value Grand Prize:

- One (1) Five Thousand Dollars.

Taxes or other expenses are the responsibility solely of winner. Prize is non-transferable. No substitution, assignment or transfer of prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. Prize is awarded “as is” with no warranty or guarantee, either express or implied. All federal, state, and local taxes, if any, related to a prize are the responsibility of the individual winner. The Winner may be required to complete a W-9 Request for Taxpayer Identification Number and Certification form and an IRS Form 1099-MISC may be filed reflecting the value of the prize.

7. Prize Claims: Receiving a prize is contingent upon compliance with these Official Rules. Winners will be notified by a Jake’s Franchising, LLC employee using the phone number the participant used to text “vacation” to 833-990-0950. Each potential winner of a physical prize will be required to provide his/her mailing address for prize fulfillment purposes which must be received by Sponsor, within five (5) days of the notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted or provide any other requested information within the required time period, or prize is returned as undeliverable or if a potential winner is otherwise not in compliance with these Official Rules, the potential winner forfeits the prize. In no event will more than the stated number of prizes be awarded. Limit one (1) prize per person.

8. Entry Conditions and Release: By participating in the Promotion, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Promotion; (b) indemnify, defend and hold harmless Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to an entrant’s participation in the Promotion and/or entrant’s acceptance, use or misuse of prize.

9. Publicity: Except where prohibited by law, participation in the Promotion constitutes winner's consent to Sponsor and its agents' use of winner's name, likeness, photograph, voice, opinions, statements made by or attributed to winner and/or hometown and state for promotional purposes in any media now known or hereafter discovered, worldwide, without further notice, review, approval, payment or consideration, including without limitation, the World Wide Web.

10. General Conditions: The Promotion is void if it is determined that participants entered through unauthorized or non-legitimate channels, or if any part is forged, counterfeited, mutilated, or tampered with in any way. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, for any reason or if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be 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. Limitations of Liability: By entering the Sweepstakes, entrants agree that the Released Parties are not responsible for: (a) 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 Promotion; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Promotion; (d) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (e) 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 Promotion or receipt or use or misuse of any prize. 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 Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than 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, unawarded, eligible prize claims.

12. Disputes: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of Entrants and Sponsor in connection with the Promotion shall be governed by and construed in accordance with the law

of the State of Connecticut without giving effect to any choice of law or conflict of laws rules or provisions. Any legal claims arising from or relating to the Promotion, or these Official Rules must be brought in the federal or state courts located in New Haven County, Connecticut. By entering the Sweepstakes, entrants agree to waive any objection such entrant may have to jurisdiction or venue of such courts or that the forum is inconvenient and agree not to bring any such action in any other jurisdiction or venue to which entrant may otherwise be entitled.

13. Interpretation: All descriptive headings of sections and paragraphs are intended solely for convenience, and no provision of these Official Rules is to be construed by reference to the heading of any section or paragraph. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable, or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

14. Trademarks: Names and trademarks associated with the prizes are used solely to identify the prize. No endorsement, authorization, sponsorship, or approval by prize trademark owners is intended or implied by such use. All referenced names and trademarks are registered and unregistered trademarks or copyrights of their respective owners.

15. Official Rules: Records of these Official Rules and odds of winning will be kept on file by Sponsor for a period of one (1) year after the Termination Date. For a copy of the official rules and odds of winning, please send a self-addressed and stamped envelope to:

Summer Vacation Sweepstakes
Attn: Wayback Burgers, 716 S. Main Street
Cheshire, CT 06410

Vermont residents may omit return postage.