

Text2Win 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: Wayback Text2Win Sweepstakes:** The Wayback Burgers Text2Win 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, LevelUp, World Wrestling Entertainment, Inc. (WWE), 2K Games, Inc. (2K) 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 (collectively, "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.
- 3. Timing:** The Promotion begins on December 13, 2019 at 12:00 a.m. Eastern Standard Time ("EST") and ends on February 21, 2020 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 "slam" to 31996 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 and sixty-four (64) other participants will be selected, also at random, to receive runner-up prizes. 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 31996 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:** Entrants may also enter to win the prize drawing by sending a letter of intent with proper postage to: Wayback Burgers, Attn: Wayback Text2Win, 716 S. Main St, Cheshire, CT 06410. The letter must include the Entrant's full name, address, phone number, email address, and date of birth. Limit one (1) request per person. All requests must be postmarked by February 7, 2020 and received no later than February 14, 2020. 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.

- 6. Text2Win Game Prizes:** Participants who are selected to win the one (1) grand prize or the sixty-four (64) runner up prizes will be notified no later than March 13, 2020 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:	
<ul style="list-style-type: none"> • One (1) Trip to a WWE pay-per-view event (chosen by 2K) <i>Includes two (2) roundtrip airfare, one (1) hotel room for one night, and two (2) pay-per-view event tickets</i> 	\$2,200.00
Runner Up Prizes:	
<ul style="list-style-type: none"> • Two (2) 4-packs of live WWE event tickets in your area • Two (2) Game consoles • Fifty (50) WWE 2K20 Video Games • Ten (10) WWE and Wayback Burgers Swag 	\$200.00 each \$299.99 each \$59.99 each \$52.99 each

*All expenses and incidental travel costs not expressly stated in the package descriptions above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, room taxes, personal charges at lodging, security fees, event concessions, taxes or other expenses are the responsibility solely of winner.

Grand Prize Winner and his/her guest must be available to travel to the Event City on the dates designated by Sponsor. If Grand Prize Winner is unable to travel during this time period, Grand Prize will be forfeited, and no further or alternative compensation will be provided. In the event the Grand Prize Winner lives within one hundred fifty (150) miles of the Event City, Sponsor will provide the Grand Prize Winner and guest (traveling together) with round-trip ground transportation between the Grand Prize Winner's residence and the Event City in lieu of the round-trip coach air transportation from major commercial airport nearest the Grand Prize Winner's residence. The dollar value difference between the round-trip economy class air transportation and ground transportation will not be provided to the Grand Prize Winner. If Grand Prize Winner elects to partake in any or all portions of the Grand Prize with no guest, the Grand Prize will be awarded to Grand Prize Winner and any remainder of the Grand Prize will be forfeited and shall not be subject to further or alternative compensation. Grand Prize Winner will be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals, and any other expenses charged to the Grand Prize Winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided. The ARV of the prize may vary based on the commercial airport nearest Grand Prize Winner's permanent residence, as well as hotel price fluctuations at the time of travel. Grand Prize Winner and guest must travel on dates designated by Sponsor and on the same itinerary. In the event the Grand Prize Winner and guest cannot travel on dates designated by Sponsor, the Grand Prize Winner will be disqualified, and the Grand Prize may be awarded to an alternate Grand Prize Winner in a random drawing from among all remaining eligible entries provided sufficient time remains prior to the Event. Sponsor is not responsible for any fees or additional charges resulting from the Grand Prize Winner's or guest's changes to itinerary or accommodations. Travel is subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability and other material restrictions may apply. Grand Prize Winner and each guest are required to see to it that they have any necessary documentation to travel. In the event, for whatever reason, the Event is cancelled prior to the trip or during Grand Prize Winner's trip, that portion of the prize will not be awarded and Sponsor will not provide any compensation or substitution for that portion of the prize. Travel arrangements must be made through Sponsor.

Grand Prize Winner may attend the Event with a guest who is under the age of majority if: (a) the parent or legal guardian of the guest has executed an Authorization Form, giving consent, a Liability Release and, where legal, a Publicity Release, on such guest's behalf; and (b) Sponsor, in its sole discretion, has granted its approval. In all cases, the Grand Prize Winner's guest, or the parent/legal guardian of any guest who is a minor in his or her state of residence, will be required to sign a Liability and Publicity Release (except where prohibited by law). Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. Once issued, tickets are nontransferable and may not be reissued. Open tickets may not be issued and stopovers are not permitted. Grand Prize Winner and guest are responsible for obtaining their own medical and life insurance and the associated costs. Grand Prize Winner and guest agree to comply with all applicable venue regulations in connection with the Event.

WWE Runner-Up Prizes consist of 4 tickets to a WWE live event near Runner-Up Winners' residence. the Event shall be a WWE event in the Runner-Up Winner's local area (defined as within 150 miles of Runner-Up Winner's residence), within one (1) year of being confirmed the Runner-Up Winner (the exact WWE Event, Event location, seat locations and date all selected by WWE in its sole discretion). Note that WWE may not know the schedule of events for a full year from the time that grand prizewinner is confirmed. In such case, Sponsor will contact the Runner-Up Winner again upon the scheduling of an Event in the Runner-Up Winner's local area. In the event that a WWE Event is not scheduled to take place in the Runner-Up Winner's local area within a year of the Runner-Up Winner being confirmed the Runner-Up Winner, Sponsor shall substitute the WWE Runner-Up Prize with another prize of comparable or greater value in its sole discretion. Runner-Up WWE Prize Winners and all guests agree to comply with all applicable venue regulations in connection with the Event.

For all prizes: Prizes are non-transferable. No substitution, cash redemption, 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. Prizes are 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 each participant used to text "slam" to 31996. 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) release and hold harmless the Sponsor, 2K Games, Inc., and each of its respective parents, franchisees, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, members, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity,

infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) 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 question 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 this Agreement 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 the 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:

Wayback Text2Win
Attn: Wayback Burgers, 716 S. Main Street
Cheshire, CT 06410

“Vermont residents may omit return postage.”