

Culver's 40 Years of Delicious Sweepstakes

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Culver's 40 Years of Delicious Sweepstakes (the "Promotion") is open only to legal residents of Alabama, Arkansas, Arizona, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, North Carolina, Nebraska, North Dakota, Ohio, South Carolina, South Dakota, Tennessee, Texas, Utah, Wisconsin, and Wyoming who are at least eighteen (18) years old at the time of entry. Employees of Culver Franchising System, LLC ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

2. Sponsor: Culver Franchising System, LLC, 1240 Water St., Prairie du Sac, WI 53578.
Administrator: Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on July 1, 2024 at 12:00 a.m. Central Time ("CT") and ends on July 31, 2024 at 11:59 p.m. CT (the "Promotion Period"). For purposes of the Instant Win Game, there are thirty-one (31) daily entry periods (each a "Daily Entry Period"). Each Daily Entry Period starts at 12:00 a.m. CT and end at 11:59 p.m. CT. Administrator's servers are the official time-keeping device for this Promotion.

4. How to Enter: During the Promotion Period, visit <https://www.40yearsofdelicious.com> ("Promotion Site") and accurately complete and submit the registration form including your first and last name (initials only are not sufficient), email address and a home address (P.O. Boxes are not permitted). You will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page where you will receive one (1) Instant Win Game play. If you register or log in on July 18, 2024, you will receive eleven (11) entries into the Sweepstakes and advance to the Instant Win Game page where you will receive one (1) Instant Win Game play. On your tenth log in during the Promotion Period (each entrant is limited to logging in one time per day), you will receive eleven (11) entries into the Sweepstakes and advance to the Instant Win Game page where you will receive one (1) Instant Win Game play. On your twentieth log in during the Promotion Period (each entrant is limited to logging in one time per day), you will receive eleven (11) entries into the Sweepstakes and advance to the Instant Win Game page where you will receive one (1) Instant Win Game play. On your thirty-first log in during the Promotion Period (each entrant is limited to logging in one time per day), you will receive eleven (11) entries into the Sweepstakes and advance to the Instant Win Game page where you will receive one (1) Instant Win Game play.

Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided prize claim directions. Only potential winners who timely complete prize claim requirements and/or are verified as eligible, will be awarded a prize. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may enter the Sweepstakes and play the Instant Win Game one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, 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. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, 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. Operation of Sweepstakes and Instant Win Game: Administrator is an independent organization whose decisions as to the administration and operation, including the selection of potential winners, are final and binding in all matters related to the Promotion.

Sweepstakes: Administrator will randomly select the potential Sweepstakes winner from all eligible entries on or around August 1, 2024.

Instant Win Game: 8,060 random, computer-generated winning times, one for each prize listed below, will be seeded throughout the Promotion Period. There are Instant Win Game prizes available to win during each Daily Entry Period. See Section 8 for when prizes are available to win. If you are the first player to play the Instant Win Game at or after one of the randomly-seeded times, you will be a potential instant winner of the prize indicated, subject to verification of potential winner's eligibility.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS 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. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by email. Potential winners may be required to provide their name, home mailing address (P.O. Boxes are not permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner (or parent/legal guardian if winner is a minor in their state of residence) of a prize valued at or over \$600.00 will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") 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. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period, as applicable, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings, after which the prize will remain unawarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded.

8. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

Sweepstakes Prize: ONE (1) GRAND PRIZE: A \$40,000 check. ARV: \$40,000.

Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

Instant Win Game Prizes:

Daily Entry Period	Prize Description	Quantity	ARV
July 1, 2024	Free Scoop awarded as a voucher	750	\$2.50
July 2, 2024	Two (2) scrunchies	200	\$2.56
July 3, 2024	Free Concrete Mixer awarded as a voucher	100	\$5.00
July 4, 2024	One (1) \$10 Culver's gift card	250	\$10.00
July 5, 2024	One (1) \$25 Culver's gift card	100	\$25.00
July 6, 2024	One (1) deluxe plush	425	\$5.00
July 7, 2024	Free Cheese Curd awarded as a voucher	200	\$4.00
July 8, 2024	Free Value Basket awarded as a voucher	250	\$12.50
July 9, 2024	One (1) relaxed golf cap	150	\$12.50
July 10, 2024	Free Value Basket awarded as a voucher	250	\$12.50
July 11, 2024	One (1) deluxe plush	425	\$5.00
July 12, 2024	Fries for one (1) year awarded as one (1) \$1,000 Culver's gift card. Fries for one (1) year is calculated as one (1) medium fry per day for 365 days.	10	\$1,000.00
July 13, 2024	One (1) "Perfected in WI" t-shirt (size large)	150	\$8.90
July 14, 2024	Free Concrete Mixer awarded as a voucher	100	\$5.00
July 15, 2024	One (1) crewneck sweatshirt (size large)	100	\$15.00
July 16, 2024	Free Concrete Mixer awarded as a voucher and one (1) tote bag	300	\$8.00
July 17, 2024	One (1) deluxe plush	425	\$5.00
July 18, 2024	One (1) \$10 Culver's gift card	100	\$10.00
July 19, 2024	One (1) \$25 Culver's gift card	100	\$25.00
July 20, 2024	One (1) pool floatie	200	\$18.60
July 21, 2024	Free Value Basket awarded as a voucher	250	\$12.50
July 22, 2024	Free Value Basket awarded as a voucher	250	\$12.50
July 23, 2024	One (1) retro lunchbox	200	\$12.60
July 24, 2024	Free Cheese Curd awarded as a voucher	200	\$4.00
July 25, 2024	One (1) \$10 Culver's gift card	250	\$10.00
July 26, 2024	Free Scoops awarded as a voucher	750	\$2.50
July 27, 2024	One (1) yellow team member shirt (size large)	500	\$15.00
July 28, 2024	Free Value Basket awarded as a voucher	250	\$12.50
July 29, 2024	One (1) deluxe plush	425	\$5.00
July 30, 2024	Free Pint awarded as a voucher	300	\$3.50
July 31, 2024	One (1) \$10 Culver's gift card	100	\$10.00

Odds of winning 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. Limit: three (3) Instant Win Game prizes per person.

Total ARV of all prizes: \$114,887.00.

For All Prizes: Terms and conditions of gift cards and vouchers apply. Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated

prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. 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. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. Where applicable, prize style, color, size, and all other details will be determined by Sponsor in its sole discretion. 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. Prizes will be fulfilled approximately 8-10 weeks after winner confirmation.

9. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).

10. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, 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.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, 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 or Instant Win Game, 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 modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays 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 Sweepstakes or Instant Win Game, including but not limited to submitting fraudulent entries/plays, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game 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. 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 promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) 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; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to 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 Promotion or receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Wisconsin or the appropriate Wisconsin State Court located in Dane or Sauk County, Wisconsin; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

14. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

15. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<https://www.culvers.com/privacy-and-terms-of-use>).

16. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

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