

Culver's Curdtoberfest Sweepstakes Official Rules

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

Promotion Overview:

Culver's Curdtoberfest Sweepstakes (the "Promotion") includes an instant win game ("Instant Win Game") that offers a chance to receive a coupon and a sweepstakes ("Sweepstakes") that offers a chance to win prizes. In addition, entrants may optionally participate in the interactive Culver's custard catch game ("Culver's Custard Catch Game"), which is for entertainment purposes only and does not offer a prize.

Eligibility:

The Promotion is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old at the time of entry. To receive a prize valued at \$2,000 or more, entrant must be able to submit a valid IRS Form W-9. Employees of Culver Franchising System, LLC ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

Agreement to Official Rules; Entrants Will Be Disqualified for Violations:

Participation constitutes entrant's full and unconditional agreement to these official rules ("Official Rules"). The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize/coupon is contingent upon fulfilling all requirements set forth herein.

In the event there is a discrepancy or inconsistency between any statements contained in any Promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site (defined below in the How to Enter section), the Official Rules as posted on the Promotion Site shall prevail, govern and control.

Entrants agree that they may not use or attempt to use any method to obtain more than the stated number of permissible Sweepstakes entries or Instant Win Game plays using robotic, automatic, programmed or any other means, including but not limited to using multiple/different email addresses, identities, registrations and logins or any other methods. Violation of these requirements or any other

aspect of these Official Rules will void all Sweepstakes entries and Instant Win Game plays for the person(s) responsible for such action and result in their disqualification from the Promotion.

Sponsor/Administrator:

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 2000, Southfield, MI 48075.

Timing:

The Promotion begins on September 28, 2026 at 9:00 a.m. Central Time ("CT") and ends on October 31, 2026 at 11:59 p.m. CT (the "Promotion Period"). The Sweepstakes portion of the Promotion consists of 5 weekly entry periods (each a "Weekly Entry Period") and a grand prize and first prize entry period ("Grand and First Prize Entry Period"). The Grand and First Prize Entry Period coincides with the Promotion Period. Administrator's servers are the official time-keeping devices for the Promotion.

Entry Period	Start Date at 12:00 a.m. CT (unless otherwise noted)	End Date at 11:59 p.m. CT	Sent/Postmark Date	Receive by Date	Approximate Drawing Date
Weekly 1	9/28/2026 at 9:00 a.m. CT	10/4/2026	10/5/2026	10/12/2026	10/19/2026
Weekly 2	10/5/2026	10/11/2026	10/13/2026	10/20/2026	10/27/2026
Weekly 3	10/12/2026	10/18/2026	10/19/2026	10/26/2026	11/2/2026
Weekly 4	10/19/2026	10/25/2026	10/26/2026	11/2/2026	11/9/2026
Weekly 5	10/26/2026	10/31/26	10/31/2026	11/7/2026	11/13/2026
Grand and First Prize	9/28/2026 at 9:00 a.m. CT	10/31/2026	10/31/2026	11/7/2026	11/13/2026

How to Enter:

During the Promotion Period, visit <https://culvers.com/curdtoberfest> or click here to access the [promotion site](#) ("Promotion Site") and follow the links and instructions to accurately complete and submit the registration form, including your first and last name (initials are not sufficient), email address, and home address (P.O. Boxes are not permitted). If this is your first time visiting, you must agree to these Official

Rules before proceeding. You will receive 1 Sweepstakes entry into the applicable Weekly Entry Period drawing, 1 Sweepstakes entry into the Grand and First Prize drawing, and 1 play for the Instant Win Game.

By following the links and instructions, you can either initiate the Instant Win Game or click on the “skip” button, and the results of the Instant Win Game will be displayed. Potential winners of the Instant Win Game may also receive an email notification with claim instructions. Only potential winners who timely complete prize claim requirements and/or are verified as eligible will be awarded a coupon. If you play the Instant Win Game and you are not a potential winner of an Instant Win Game Coupon Offer, you will, however, receive 1 additional Sweepstakes entry into the applicable Weekly Entry Period drawing and 1 additional Sweepstakes entry into the Grand and First Prize drawing.

Entry Limit:

You may receive 1 Sweepstakes entry into the applicable Weekly Entry Period drawing, 1 Sweepstakes entry into the Grand and First Prize drawing, and 1 Instant Win Game play per day during the Promotion Period for registering or logging into the Promotion Site; you may receive 1 additional Sweepstakes entry into the applicable Weekly Entry Period drawing and 1 additional Sweepstakes entry into the Grand and First Prize drawing per day during the Promotion Period if you lose the Instant Win Game, as outlined above.

Additional Sweepstakes Entries:

There are 4 methods to earn additional Sweepstakes entries, as outlined below:

Method 1: Play or Skip the Culver’s Custard Catch Game:

Follow the instructions to play or skip the Culver’s Custard Catch Game**. The Culver’s Custard Catch Game is for fun only and your game score will have no impact on your chances of winning a prize. There is no limit to the number of times you may play the Culver’s Custard Catch Game.

Once the Culver’s Custard Catch Game ends or once you click the skip link, you will receive 1 Sweepstakes entry into the applicable Weekly Entry Period drawing and 1 Sweepstakes entry into the Grand and First Prize drawing.

****Optional Culver’s Custard Catch Game information:** The Culver’s Custard Catch Game is presented by Administrator’s Game Engine partner for your entertainment. When you initiate a game, you agree to the Game Engine partner’s [User Terms](#). The Game Engine partner will automatically place a necessary cookie in the form of a token on your web browser solely for the purpose of collecting relevant information about your game play, as set forth in the [Cookie Policy](#). *If you prefer not to allow the Game Engine partner cookie or if you don’t accept the User Terms,*

skip this game. The information collected by the Game Engine partner concerning your game play will be managed according the Game Engine's [privacy policy](#), which is separate from the Sponsor's policy that governs this Promotion.

Entry Limit: You may earn 1 additional Sweepstakes entry into the applicable Weekly Entry Period drawing and 1 additional Sweepstakes entry into the Grand and First Prize drawing per day during the Promotion Period for Method 1.

Method 2: Answer Trivia:

During each Weekly Entry Period, new trivia questions will be released on the Promotion Site. Follow the links and instructions to answer the trivia questions. If you answer the questions correctly, you will receive 2 Sweepstakes entries into the applicable Weekly Entry Period drawing and 2 Sweepstakes entries into the Grand and First Prize drawing.

Entry Limit: You may earn 2 additional Sweepstakes entries into the applicable Weekly Entry Period drawing and 2 additional Sweepstakes entries into the Grand and First Prize drawing per Weekly Entry Period for Method 2.

Method 3: Enter the Secret Word or Send in a Mail-in Entry:

Enter the Secret Word: During the Promotion Period, visit a Culver's restaurant. There will be a secret word ("Secret Word") that can be found on marketing materials found inside the restaurant and on the tables. Once you locate the Secret Word, visit the Promotion Site and follow the links and instructions to enter the Secret Word. You will receive 3 Sweepstakes entries into the applicable Weekly Entry Period drawing and 3 Sweepstakes entries into the Grand and First Prize drawing.

Mail-in Alternate Method: To earn additional entries by mail, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Culver's Curdtoberfest Sweepstakes," c/o Merkle Inc., P.O. Box 5021, Department 869404, Kalamazoo, MI 49003-5021. **You must also list out the Weekly Entry Period for which you are entering on the outside of the envelope, (e.g., "Weekly Entry Period 1").** You will receive 3 Sweepstakes entries into the applicable Weekly Entry Period drawing and 3 Sweepstakes entries into the Grand and First Prize drawing. Limit: 1 entry request per envelope. If you do not indicate a Weekly Entry Period on the outside of the envelope, your entry will be voided, and you will not receive any entries into the Sweepstakes. All mail-in entries must be sent/postmarked by and received by the dates listed above in the Timing Section. 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.

Entry Limit: You may earn 3 additional Sweepstakes entries into the applicable Weekly Entry Period drawing and 3 additional Sweepstakes entries into the Grand and First Prize drawing during the Promotion Period for Method 3 (either by entering the Secret Word or sending in a mail-in entry).

Method 4: Instagram:

To earn additional Sweepstakes entries via Method 4, you will need to have a personal Instagram account. Creating an Instagram account is free but subject to the [Terms of Use](https://www.instagram.com/about/legal/terms/)[http://instagram.com/about/legal/terms/](https://www.instagram.com/about/legal/terms/). **If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.**

During the Promotion Period, take the following actions to receive additional Sweepstakes entries:

- Follow @culvers on Instagram;
- Post either (i) a photo of you enjoying Culver's Curdtoberfest which may include enjoying Culver's menu items or Curdtoberfest decorations at your local Culver's restaurant OR (ii) to enter without making a purchase or visiting a Culver's restaurant, you may [post this image](#). You must include the hashtag #CulversCurdSweepstakes in your caption (collectively referred to as your "Submission");
- Your caption must not violate any of the Content Restrictions listed below;
- Your account settings must be public when you post and remain public until the prizes are awarded (as described below); and
- You must not change your Instagram handle once you post to enter this Sweepstakes and until the prizes are awarded (as described below).

NOTE: Instagram stories, and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries.

Content Restrictions:

- Your Submission must be your original work;
- Your Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Submission must not disparage Sponsor or any other parties;

- You must have permission to include the names or likenesses of other individuals and to grant the rights set forth below. You should only include minors in your Submission if they are your children/wards. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- Your Submission must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks, or any other intellectual property other than those of the Sponsor;
- Your Submission must not make references to or include alcohol, illegal drugs, marijuana, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Submission may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Your Submission may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

By posting content that conforms to all of the above requirements, you will receive 5 Sweepstakes entries into the applicable Weekly Entry Period drawing and 5 Sweepstakes entries into the Grand and First Prize drawing. Sponsor, in its sole discretion, may disqualify any post that it finds unlawful, or in violation of these Official Rules.

Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

Entry Limit: You may earn up to 20 additional Sweepstakes entries into the applicable Weekly Entry Period drawing and 20 additional Sweepstakes entries into the Grand and First Prize drawing during the Promotion Period for Method 4.

Entry Restrictions:

Entrants are not permitted to share the same email address with any other entrant. Multiple entries using the same email address will be rejected. 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 the Promotion and information associated with entrant's Instagram account used to enter the Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration and with the

Instagram account used to enter, Sponsor and/or Administrator may disqualify such entrant, and such disqualification may result in the forfeiture of any prizes/coupons won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

Operation of Sweepstakes and Instant Win Game:

Administrator is an independent organization whose decisions as to the administration and operation of the Promotion, 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 winners from all entries received during the applicable Entry Period, on or around the dates listed in the Timing Section above. Non-winning Weekly Entry Period entries will carry over to any subsequent Weekly Entry Period. The odds of winning a prize depend on the total number of entries received during the applicable Entry Period. The potential Sweepstakes winners will be notified by email. If a potential Sweepstakes winner entered via Instagram, he/she will be notified by Sponsor via Instagram and will be asked to provide their email address.

Instant Win Game:

There will be 6,000 random, computer-generated winning times seeded throughout the Promotion Period, one for each Instant Win Game Coupon Offer offered. 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 coupon indicated, subject to verification of potential winner's eligibility and the household prize limitations. Only the first eligible entrants from a household to receive an on-screen notification of winning up to 5 Instant Win Game Coupon Offers will be eligible to win. The odds of winning an Instant Win Game Coupon Offer depend on the date/time of entrant's game play, the number of coupons remaining available at the time of the game play, and the number of Instant Win Game plays received. The number of coupons available to be won will diminish as they are awarded.

Potential Winners Subject to Verification:

All potential winners are subject to verification by Sponsor and Administrator. **An entrant is not a winner of any prize/coupon, 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 Instant Win Game play that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored.

Winner Requirements:

Potential Grand Prize and First Prize winners (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") and an IRS Form W-9 which must be received by Administrator within 5 calendar 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, IRS Form W-9, or provide 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 of any prize valued over \$25 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 3 alternate drawings will be held, after which the prize will remain un-awarded. Unclaimed prizes valued at \$25 or less will not be awarded.

Prizes/Coupons:

Sweepstakes Prizes: Quantity, Description and Approximate Retail Value ("ARV"):

- **1 Grand Prize:** Winner's choice of either a Family Friendly Trip or an Oktoberfest Trip, as outlined below:

Family Friendly: A trip for 4 to Munich, Germany. Trip package includes round trip, coach-class air transportation for 4 from a major airport near winner's home (determined by Sponsor in its sole discretion) to Munich, Germany; 5 nights' accommodations at a hotel determined by Sponsor in its sole discretion (2 rooms, double occupancy each); ground transportation to and from destination airport and hotel; a Sound of Music tour for 4; Neuschwanstein Castle and Zugspitze Tour for 4; a Medieval Knight's Dinner Show with Live Music for 4; and \$1,000 spending money. ARV: \$19,900.00.

Oktoberfest: A trip for 4 to Munich, Germany. Trip package includes round trip, coach-class air transportation for 4 from a major airport near winner's home (determined by Sponsor in its sole discretion) to Munich, Germany; 5 nights' accommodations at a hotel determined by Sponsor in its sole discretion (2 rooms, double occupancy each); ground transportation to and from destination airport and hotel; a Oktoberfest Tour for 4; and \$1,000 spending money. ARV: \$17,450.00.

Winner must complete the trip within 1 year from the drawing date or prize will be forfeited. Trip must be booked at least 21 days prior to departure. Travel and accommodations are subject to availability and blackout dates. 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, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless child of winner, travel companions must be 18 years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, 1 travel companion must be winner's parent/legal guardian. Travel companions must execute liability/publicity releases as a condition of accompanying winner on trip. Winner and travel companions who are over the age of 18 are solely responsible for having a REAL ID compliant driver's license/ state ID or U.S. passport for domestic air travel. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Additional travel restrictions, conditions and limitations may apply. By traveling and attending event, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19 or other communicable illness. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. 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.

- **1 First Prize:** A \$2,000 check. ARV: \$2,000.00.
- **5 Weekly Prizes (1 awarded per Weekly Entry Period):** A \$500 prepaid card. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. ARV: \$500.00 each.

Instant Win Game Coupon Offers: Quantity, Description and ARV:

Description	Quantity	ARV
A free Medium Cheese Curd with a purchase coupon (terms and conditions apply). Purchase must be at least \$0.50. Coupon expires December 31, 2026.	6,000	N/A

Total ARV of all prizes:

The total ARV of all available prizes in the Promotion is up to \$24,400.

Additional Prize/Coupon Terms:

Prizes are non-transferable, and no substitution will be made except as provided in the Sponsor's sole discretion should the prize become unavailable. In this case, a prize of equal or greater value will be offered. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners of a prize equal to or greater than \$2,000 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. Prizes/coupons will be fulfilled approximately 8-10 weeks after conclusion of the Promotion. Limit of 1 Sweepstakes Prize and 5 Instant Win Game Coupon Offers per household.

Release:

By receipt of any prize/coupon, winners agree to release and hold harmless Sponsor, Administrator, Meta Platforms, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies and prize suppliers 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 a prize/coupon (including any injury or harm related thereto).

Publicity:

Except where prohibited, participation in the Promotion constitutes each winner's consent and grant to Sponsor and its agents to use the following information about the winner (to the extent provided by winner as part of the entry or winner confirmation process): winner's name, city, state, likeness, photograph, entry, social handle and photo, voice, opinions and/or prize information for promotional advertising or other purposes, in any media without further notice, review, approval, payment or other consideration. Sponsor is not obligated to use any of the above-mentioned information or content but may do so and may edit these materials at its sole discretion, without further obligation or compensation. Sponsor will not use any of the above-mentioned information in a manner that is inconsistent with its Privacy Policy or applicable law.

General Conditions:**Sponsor's Right to Modify or Cancel:**

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, including but not limited to fulfillment of the coupon(s)/prize(s), where any of the following "Issues" occur:

- Fraud;
- Technical failures;
- Human error;
- Any other factor that impairs the integrity or proper functioning of the Promotion; or
- Any event or cause beyond Sponsor's control (e.g., events such as natural calamities, national emergencies, widespread illnesses, declarations of war, acts of God, acts of terrorism) that interferes with any aspect of the Promotion, as determined by Sponsor in its sole discretion.
- Where one or more of the above Issues occurs, Sponsor will make reasonable efforts to award all remaining Sweepstakes prizes by conducting a random drawing from among all eligible entries received up to the date of the Issue; and/or modify the prizes offered. Instant Win Game Coupon Offers tied to seeded winning times that take place after Issues have occurred will not be awarded.

Sponsor's Right to Disqualify Entrants:

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 Promotion, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this 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.

Sponsor's Right to Limit Prizes/Coupons Awarded to the Number Stated in these Official Rules:

In no event will Sponsor be obligated to award more than the stated number of prizes/coupons set forth in these Official Rules. In the event that more winner notifications are distributed or more prizes/coupons are claimed, due to a printing, production, seeding, computer, or other error of any kind, than the stated number of prizes/coupons. Sponsor reserves the right to award only the stated number of prizes/coupons based on the winner selection process described in these Rules, or if necessary, through a random drawing from among those entrants who were notified, confirmed to be eligible and where applicable, took the required action to claim the prize/coupon.

Limitations of the Scope of Responsibility:

The Released Parties are not responsible for:

- Any incorrect or inaccurate information either provided by entrants or caused by printing errors or by any of the equipment or programming associated with or utilized in the Promotion;

- Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software;
- Unauthorized human intervention in any part of the Promotion, including but not limited to the entry process;
- Technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries;
- Late, lost, undeliverable, damaged or stolen mail; delayed or misdirected entries or failure to receive entries due to limitation of third-party social network platforms;
- Entries that are erroneously deleted, lost or destroyed or corrupted. In this case, entrants sole remedy is to take the required actions to receive another entry(s) in the Promotion, if it is possible; or
- 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 to the receipt, use, inability to use or misuse of any prize/coupon.

Disputes:

Except where prohibited, entrant agrees that:

- Any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize/coupon 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;
- 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
- 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.

Severability:

If any provision of these Official Rules is found to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the fullest extent permitted by law.

Remaining provisions will remain in full force and effect. If any provision is determined to be overly broad, it will be limited and enforced to the extent allowed by applicable law.

Entrant's Personal Information:

Entrant's Personal Information: Information collected from entrants is subject to the [Sponsor's Privacy Policy](#), with the exception of the information collected while playing the optional Culver's Custard Catch Game as described in the "Optional Culver's Custard Catch Game information" section.

Winner List:

See this [winner list](#) for the Promotion winners. The winner list will be posted after winner list is complete.

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