

## **Culver's Road Trip to 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 Road Trip to 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 and Sponsor's and Administrator's decisions, which 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") that offer a chance to win prizes. In addition, entrants may optionally participate in the interactive "Culver's Road Trip Game," which is for entertainment purposes only.

**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 June 30, 2025 12:00 a.m. Central Time ("CT") and ends on July 27, 2025 at 11:59 p.m. CT (the "Promotion Period"). Administrator's servers are the official time-keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, visit [culversroadtripsweepstakes.com](https://culversroadtripsweepstakes.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 home address (P.O. Boxes are not permitted). You will receive one (1) entry into the Sweepstakes and one (1) Instant Win Game play. If you register or log in on July 18, 2025 and/or July 27, 2025, you will receive two (2) entries into the Sweepstakes instead of receiving one (1) entry into the Sweepstakes. After you submit the registration form, follow the instructions to select which Grand Prize option you would like to win if selected as the Grand Prize winner. On your twenty-eighth (28) log in during the Promotion Period (each entrant is limited to logging in one time per day), you will receive two (2) additional entries into the Sweepstakes.

Next, you may follow the instructions to play the Culver's Road Trip Game\*\* or click the skip link to initiate the Instant Win Game for a chance to win an Instant Win Game Prize. The Culver's Road Trip Game is for fun only and your game score will have no impact the results of the Instant Win Game. There is no limit to the number of times you may play the Culver's Road Trip Game for your entertainment.

Once the Culver's Road Trip Game ends or once you click the skip link, the results of the Instant Win Game will be 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. If you are not a winner of the Instant Win Game, you will receive one (1) additional Sweepstakes entry.

**\*\*Optional Culver's Road Trip Game information:** The Culver's Road Trip Game is presented by Administrator's Game Engine partner for your entertainment. When you initiate a game, you

are agreeing 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 to the Game Engine's [privacy policy](#), which is separate from the Sponsor's policy that governs this promotion.

**Limit:** Each entrant may enter the Sweepstakes and play the Instant Win Game one (1) time per day during the Promotion Period.

**Additional Sweepstakes Entry via Instagram:** To earn an additional Sweepstakes entry via this method, you will need to have a personal Instagram account. Creating an Instagram account is free but subject to the [Terms of Use](#). **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 an additional Sweepstakes entry:

- (a) Follow @culvers on Instagram;
- (b) Post either (i) a photo of yourself with a new Culver's chicken sandwich (ii) a photo of a Culver's chicken sandwich or (iii) to enter without making a purchase, you may post this image: <https://eprize-content.s3.us-east-1.amazonaws.com/culvers/roadtriptodelicious/amoe-image.pdf>. You must include the hashtag #CulversRoadTripSweepstakes in your caption (collectively referred to as your "Submission");
- (c) Your caption must not violate any of the Content Restrictions listed below;
- (d) Your account settings must be public when you post and remain public until the prizes are awarded (as described in Section 6); and
- (e) You must not change your Instagram handle once you post to enter this Sweepstakes and until the prizes are awarded (as described in Section 6).

**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 in Section 5. 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 one (1) additional entry into the Sweepstakes. Sponsor, in its sole discretion, may disqualify any post that it finds unlawful, or in violation of these Official Rules. Limit: One (1) additional Sweepstakes entry during the Promotion Period by posting a Submission on Instagram.

Multiple entrants are not permitted to share the same email address or Instagram account. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, Instagram accounts, 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 and Instagram account used to enter. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion or Instagram account used to enter, 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. Sponsor's Use of Social Post Content:** 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.

**6. 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 winners from all eligible entries on or around July 28, 2025.

Instant Win Game: 6,000 random, computer-generated winning times, one for each prize listed below, will be seeded throughout the Promotion Period. 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.

**7. 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.**

**8. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. 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. Potential Instant Win Game 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.

## **9. Prizes:**

**Sweepstakes Prizes: ONE (1) GRAND PRIZE:** Winner's choice of one (1) of the following four (4) options:

- a. Check option:** A \$20,000 check. Approximate Retail Value ("ARV"): \$20,000.00.
- b. Trip for four (4) to Baton Rouge, LA, return from Atlanta, GA option:** A trip for four (4) to Baton Rouge, LA returning from Atlanta, GA. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Baton Rouge, LA and to return from Atlanta, GA; five (5) total nights' accommodations at hotels determined by Sponsor in its sole discretion (single room, quad occupancy); a \$1,200 allowance for full-size rental car and gas for length of stay; Guided Tour Package for four (4) at the World of Coca-Cola®; and \$1,000 spending money. ARV: \$8,700.00
- c. Trip for four (4) to San Diego, CA return from San Francisco, CA option:** A trip for four (4) to San Diego, CA returning from San Francisco, CA. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to San Diego, CA and to return from San Francisco, CA; five (5) total nights' accommodations at hotels determined by Sponsor in its sole discretion (single room, quad occupancy); a \$2,000 allowance for full-size rental car and gas for length of stay; winner's choice of an experience from a list provided by Sponsor, up to \$750.00 in value; and \$1,000 spending money. ARV: \$11,250.00
- d. Trip for four (4) to Washington Dulles, return from Asheville, NC option:** A trip for four (4) to Washington Dulles returning from Asheville, NC. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Washington Dulles and to return from Asheville, NC; five (5) total nights' accommodations at hotels determined by Sponsor in its sole discretion (single room, quad occupancy); a \$1,200 allowance for full-size rental car and gas for length of stay; one (1) USA National Park pass (terms and conditions apply); and \$1,000 spending money. ARV: \$9,850.00

**If Sweepstakes Grand Prize winner selects a trip option:** If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (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 eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases 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, at least one (1) travel companion must be winner's parent/legal guardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companion 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. 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. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize of elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. The Sponsor is not responsible if the event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Seating and timing to be determined in the sole discretion of Sponsor (if applicable). Tickets may be subject to Sponsor's standard rain-check policies and procedures. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if winner does not use ticket on day of event. 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.

**TEN (10) FIRST PRIZES:** \$1,000 prepaid card and \$1,000 Culver's gift 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: \$2,000.00.

Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) Sweepstakes prize per person.

**Instant Win Game Prizes:**

<b>Prize Description</b>	<b>Quantity</b>	<b>ARV</b>
A Culver's Crewneck (size large)	250	\$15.00
\$10 Culvers gift card	250	\$10.00
A Culver's Keychain	250	\$10.00
A Culver's Roadtrip Bag	250	\$10.00
A coupon good for a free Regular Float	1,000	\$4.79
A coupon good for a free Cheese Curd	1,000	\$4.29
A coupon good for a free One-Scoop Fresh Frozen Custard	1,500	\$2.79
A coupon good for a free Regular Crinkle Cut Fry	1,500	\$2.69

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: One (1) Instant Win Game prize per person.

Total ARV of all prizes: \$68,550.00.

For All Prizes: Terms and conditions of gift cards and coupons 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.

**10. Release:** By entering the Promotion, entrants agree to release and hold harmless Sponsor, Administrator, Meta Platforms, Inc., 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).

**11. 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, Submission, 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.

**12. 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.

**13. Limitations of Liability:** The Released Parties are not responsible for: (a) 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; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, social media platforms, or network hardware or software; (c) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (d) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; (e) lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; or (f) 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.

**14. Disputes:** Except where prohibited, entrant agrees that: (a) 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; (b) 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 (c) 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.

**15. 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.

**16. 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 Road Trip Game as described in section 4.

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

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