

**Cracker Barrel Old Country Store Survey Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Cracker Barrel Old Country Store Survey Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on March 1, 2023 and ends at 11:59:59 PM ET on February 28, 2024 (the "Sweepstakes Period") and is made up of twelve (12) individual entry periods (each an "Entry Period"). Sweepstakes The computer clock of the Sponsor (defined below) is the official time-keeping device in the Sweepstakes.

- 1. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 50 United States (excluding Puerto Rico) and the District of Columbia, who are 18 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older as of date of entry. Employees, officers and directors of Cracker Barrel Old Country Store, Inc. ("**Sponsor**"), Realtime Media LLC ("**Administrator**") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "**Sweepstakes Parties**") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. All federal, state and local laws and regulations apply.
- 2. TIMING:** There are twelve (12) entry periods ("**Entry Periods**"), each Entry Period will begin at a specified time (each a "**Entry Period Start Time**") as detailed in the chart below and will end at a specified time (each a "**Entry Period End Time**") as detailed in the chart below.

Entry Period	Entry Period Start Time	Entry Period End Time
1	3/1/23 at 12:00:00AM ET	3/31/2023, at 11:59:59 PM ET
2	4/1/2023, at 12:00:00AM ET	4/30/2023 at 11:59:59 PM ET
3	5/1/2023, at 12:00:00AM ET	5/31/2023, at 11:59:59 PM ET
4	6/1/2023, at 12:00:00AM ET	6/30/2023, at 11:59:59 PM ET
5	7/1/23, at 12:00:00AM ET	7/31/23, at 11:59:59 PM ET
6	8/1/2023 at 12:00:00 AM ET	8/31/2023 at 11:59:59 PM ET
7	9/1/2023 at 12:00:00 AM ET	9/30/2023 at 11:59:59 PM ET

8	10/1/2023 at 12:00:00 AM ET	10/31/2023 at 11:59:59 PM ET
9	11/1/2023 at 12:00:00 AM ET	11/30/2023 at 11:59:59 PM ET
10	12/1/2023 at 12:00:00 AM ET	12/31/2023 at 11:59:59 PM ET
11	1/1/2024 at 12:00:00 AM ET	1/31/2024 at 11:59:59 PM ET
12	2/1/23, 2024 at 12:00:00 AM ET	2/28/24, 2022 at 11:59:59 PM ET

3. HOW TO ENTER THE PROMOTION: There are two (2) ways to enter:

a. PURCHASE METHOD: To enter the Sweepstakes via purchase, make a purchase at a participating Cracker Barrel Old Country Store® location (“**Qualifying Purchase**”). Upon completing the Qualifying Purchase, entrant will receive a specially marked receipt with a code (“**Code**”) which will have instructions for entering the Sweepstakes. Entrants must then visit CrackerBarrelSurvey.com (the “**Website**”) and follow the instructions, complete and submit the online survey and registration form, including, but not limited to: your true and correct information in the required fields (required fields include: your first and complete last name (no initials), phone number, city, state, email address and agreement to these Official Rules). Entrant must also enter the Code from Entrant’s Qualifying Purchase receipt. Upon approval of the required information and completing the survey, you will receive one (1) entry into the Sweepstakes in the then open Entry Period (“**Sweepstakes Entry**”). Entrants are able to enter during the current or any other open Entry Period upon receipt of the Code.

b. ALTERNATE MEANS OF ENTRY: To enter without purchase, hand-print your full name (no initials), full street address (P. O. Boxes not accepted), city, state, ZIP code, valid email address, phone number, and birth date (MM/DD/YYYY), on a plain 3x5 inch paper (“**Mail-In Entry**”). Mail your completed entry to Realtime Media, Attn: Cracker Barrel Old Country Store Survey Sweepstakes, 1001 Conshohocken State Road, Suite 2-130, Conshohocken, PA 19428. Each Mail-In Entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. Sponsor has no and does not assume any responsibility for lost, late, incomplete, illegible, misdirected or postage-due entries. Sponsor has no and does not assume any responsibility for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. An entrant may mail-in only one (1) Mail-in Entry per Entry Period (month) to be eligible for the drawing for that Entry Period. Mail-in Entries will be eligible for the Entry Period/Monthly Drawing (as defined below) based on the postmark date. No more than one (1) entry per Entry Period counts and multiple postcards postmarked in the same month do not carry over to subsequent drawings. All entries become the property of Sponsor and will not be returned or acknowledged. To count towards a given Entry Period, the Mail-In Entry must be received on or before five (5) days after the Entry Period End Time.

Limit of one (1) Sweepstakes Entry or Mail-In Entry (together, an “Entry” or “Entries”) per person, per email address, per Entry Period throughout the Sweepstakes Period,

and a total of twelve (12) Entries total per person, per email address during the entire Sweepstakes Period. If more than the stated number of Entries are received from the same person, telephone number and/or e-mail address, the entries may, at Sponsor’s sole discretion, be disqualified.

4. **SWEEPSTAKES DRAWING/ODDS:** The Sweepstakes will consist of twelve (12) individual Monthly Drawings (each a “**Monthly Drawing**”). Monthly Drawings detailed in the chart below correspond to the Entry Periods set forth in Section 2 above, and will consist of electronic, randomized drawings. Each Monthly Drawing will be conducted on or around the Monthly Drawing Date specified in the chart below from among all eligible Entries received during such Entry Period. There will be a total of forty-eight (48) Sweepstakes prizes available across all Monthly Drawings, with the Number of Winners (“**Number of Winners**”) defined per Entry Period in the chart below. Odds of winning a Sweepstakes prize depend on the total number of eligible Entries received during the applicable Entry Period.

Monthly Drawing	Monthly Drawing Date	Number of Winners
1 (March)	4/10/2023	4
2 (April)	5/10/2023	4
3 (May)	6/12/2023	4
4 (June)	7/10/2023	4
5 (July)	8/10/2023	4
6 (August)	9/11/2023	4
7 (September)	10/10/2023	4
8 (October)	11/10/2023	4
9 (November)	12/11/2023	4
10 (December)	1/10/2024	4
11 (January)	2/12/2024	4
12 (February)	3/11/2024	4

5. **WINNER NOTIFICATION:** The potential prize winners will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practiceable. Potential winners will have ten (10) days to respond to winning notification

before forfeiting their prize. Potential winner becomes the “Winner” only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining Entries for that Monthly Drawing.

6. **PRIZES/PRIZE RESTRICTIONS:** A total of Forty-Eight (48) prizes will be awarded during the Sweepstakes as detailed below.
- **PRIZES (48):** Forty-Eight (48) prizes will be awarded during the Sweepstakes Period, each consisting of:
 - One (1) \$100 Cracker Barrel Old Country Store® digital Gift Card (“Prize”)

The Approximate Retail Value (“ARV”) of each Cracker Barrel Prize is \$100.00. The total ARV of all prizes is \$4,800.00.

PRIZE RESTRICTIONS: Limit of one (1) Prize per person/per email/per household.

The use of a gift card is subject to the terms and conditions set forth thereon. Use of a gift card constitutes the user’s acceptance of the terms and conditions so the winners should read the terms and conditions on the gift card carefully. Winners must protect the gift card and treat the gift card as he/she would any other valuable document. The gift cards will not be redeemed or exchanged for cash, except where required by law. Except where required by law, the gift cards will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner’s permission and will be voided if altered or defaced. All costs and expenses not specifically included herein are solely the winner’s responsibility. All Prizes will be fulfilled approximately four (4) to six (6) weeks after the Sweepstakes has ended. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Sweepstakes Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes. In no event will more than forty-eight (48) Prizes 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.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS’ SOLE RESPONSIBILITY.

7. **GENERAL:** Each winner hereby expressly grants to the Sponsor and Sponsor’s designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes for (“Advertising”), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except

where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including but not limited to the failure or interruption of Facebook or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. The Sweepstakes Parties reserve the right to cancel or modify the Sweepstakes at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

8. **CONDUCT:** By participating in this Sweepstakes, you agree to be bound by these Official Rules and the decisions of the Sweepstakes Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Sweepstakes Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A PARTICIPANT, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
9. **LIMITATIONS OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Parties and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their officers, directors, stockholders, employees, representatives, designees and agents (collectively, the "**Released Parties**") are not responsible or liable for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems,

networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes from among all non-suspect, eligible Entries received for the Sweepstakes up to the time of such action.

- 10. RELEASES:** All participants, as a condition of participation in this Sweepstakes, agree to: (A) waive any rights to claim ambiguity with respect to these Official Rules; (B) waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (C) release, hold harmless and indemnify the Released Parties from and against any and all liability, claims, damages, costs and expenses (including, without limitation, attorney fees and costs) or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) the Sweepstakes, including, but not limited to, participation in any aspect of the Sweepstakes, (ii) the violation of any third-party privacy, personal, publicity or proprietary rights, (iii) the acceptance, receipt, ownership, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the prize awarded, including any travel associated with any prize, (iv) human error, (v) any wrongful, negligent, or unauthorized act or omission on the part of the Released Parties, (vi) lost, late, stolen, misdirected, damaged or destroyed prize, (vii) the negligence of willful misconduct by an entrant, (viii) participant's registration material on any related website, or (ix) any typographical or other error in these Official Rules.
- 11. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Tennessee or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Tennessee. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of Tennessee. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR

OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

12. **PRIVACY:** By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.crackerbarrel.com/Privacy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
13. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
14. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by March 31, 2024 to: Cracker Barrel Old Country Store Survey Sweepstakes Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.

SPONSOR: Cracker Barrel Old Country Store, Inc., 305 Hartmann Dr., Lebanon, TN 37087

ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>