

A&W Restaurants, Inc.

“Make It O-Fish-ial” Sweepstakes Official Rules

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, or Instagram. You understand that you are providing your information to A&W Restaurants, Inc. and not to Facebook, X, Instagram, or TikTok. The information you provide will only be used for administering and communicating with you about A&W Restaurants, Inc. and the A&W Restaurants, Inc.’s promotion you are participating in.

ELIGIBILITY: To be considered an eligible entrant to A&W Restaurants, Inc.’s “Make It O-Fish-ial Sweepstakes (the “Sweepstakes”), you must be a legal resident of the fifty (50) United States and the District of Columbia, over the age of eighteen (18), and have internet access at all times during the Sweepstakes Period and subsequent Prize-Award Period.

All employees of A&W Restaurants, Inc. (“Sponsor”), their respective parent, subsidiaries, all associated agencies, and each of their respective affiliates, sales representatives, distributors, licensees or agents (all of the foregoing, together with Sponsor, collectively referred to as “Sweepstakes Entities”), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether related or not), are ineligible to participate in the Sweepstakes.

All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these Official Rules. **NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

1. SWEEPSTAKES PERIOD: The Sweepstakes Period begins at 12:01 a.m. Eastern Standard Time (“EST”) on February 1, 2024, and ends at 11:59 p.m. EST on February 14, 2024 (the “Sweepstakes Period”). Winners will be selected from the entries properly submitted and timely received during the Sweepstakes Period (the “Eligible Entries”).

2. ONLINE SWEEPSTAKES ENTRY INSTRUCTIONS: During the Sweepstakes Period, online entries may be submitted by a) completing the form online at <https://awrestaurants.com/cod> and clicking “Submit.” or b) commenting on an applicable post on Facebook, X, Instagram, or TikTok.

NOTE: Limit one (1) online entry per person, per e-mail address, and per household during the Sweepstakes Period. Submitting multiple entries will disqualify you from the Sweepstakes.

3. PUBLICITY: As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant, and the winner by accepting a prize, grants to Sponsor and its affiliates, legal representatives, assigns and licensees, all rights, title and interest in to publicize, broadcast, display and/or otherwise use the Sweepstakes entrant’s and/or

winner's name, city, state, and biographical material (collectively, "Licensed Rights") in any media now or hereafter known throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval of the entrant or winner. Where necessary, the winner will be required to execute and return an Affidavit of Eligibility/Liability and Publicity Release within five (5) business days of attempted notification or the winner may be disqualified and an alternate winner selected.

4. SELECTION OF SWEEPSTAKES WINNERS/ODDS: The potential winners will be selected via random drawing on or about February 22, 2024. Winners will be selected from Eligible Entries received during the Sweepstakes Period. Odds of winning will depend on the number of eligible entries received during the Sweepstakes Period. The potential winners will be notified via the e-mail address associated with the entry form within three (3) days after the drawing (the "Prize-Award Period"). The drawing will be conducted by Sponsor. Sponsor shall also be the judge of the Sweepstakes, whose decisions on all matters relating to the Sweepstakes shall be final and binding. In the event that a potential winner is disqualified for any reason, Sponsor may, in its sole discretion, award the applicable prize to an alternate winner selected at random. Any return of prize notification or prize email as undeliverable, or potential winner's refusal to execute and return any required affidavits or liability and publicity release, will result in forfeiture of any prize and an alternate winner may, at Sponsor's discretion, be randomly selected.

5. PRIZE: Five (5) entrants will win an item from the Make It O-Fish-ial jewelry collection.

- One (1) Cod Sandwich Diamond Ring (ARV: \$20,000)
- One (1) pair of Root Beer Float Earrings (ARV: \$200)
- One (1) Cod Sandwich Bracelet (ARV: \$200)
- One (1) Cod Sandwich Necklace (ARV: \$200)
- One (1) pair of Cod Sandwich and Root Beer Float Cufflinks (ARV: \$200)

NOTE: Prizes will not be replaced if lost or stolen, are not transferable, and are not redeemable for cash. All taxes and other charges are the responsibility of the winners. No substitutions allowed. The approximate total retail value of the collective "Make It O-Fish-ial" Prizes is \$20,800.

6. ALTERNATIVE MEANS OF ENTRY: You may also enter the Sweepstakes by filling out and mailing a postcard entry to: A&W Restaurants, Inc. "Make It O-Fish-ial" Sweepstakes Entry, c/o A&W Restaurants, Inc. 1648 McGrathiana Suite 380 Lexington, KY 40511. Postcard entries must be received during the Sweepstakes Period to be included in the random drawing, and no more than one postcard/email address may be submitted during the Sweepstakes Period. Submitting multiple postcards/email addresses will disqualify all other valid entries previously made by the entrant.

7. **GENERAL RULES:** By entering or participating in the Sweepstakes, participants agree to be bound by these Official Rules, and by the decisions of Sponsor, which are final and binding in all respects. Sweepstakes Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Sweepstakes, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Sweepstakes is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or portion thereof). Sponsor also reserves the right, at its sole discretion, to disqualify the entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or any website operated by the Sweepstakes Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Sweepstakes Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Sweepstakes or in any activity or travel related thereto or from any interaction with, or downloading of, computer Sweepstakes information.

8. **PARTICIPANT OBLIGATIONS:** By participating in the Sweepstakes, you agree to be bound by these Official Rules and the decisions of Sponsor. By accepting the prize, the winner agrees to release and hold A&W Restaurants, Inc. and their agents and affiliates harmless from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the Sweepstakes or receipt or redemption of the prize. The winner assumes any and all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Sweepstakes or use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the Commonwealth of Kentucky without regard to the conflicts of law principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the Commonwealth of Kentucky.

9. **PERSONAL INFORMATION:** The personal information collected through the Sweepstakes is subject to A&W Restaurants, Inc.'s Privacy Policy and may be used for additional marketing communications both on and off of the Facebook, X, Instagram, and TikTok platforms.

10. **RULES/WINNERS' LIST REQUESTS:** To obtain a copy of these Official Rules or for notification of the winners, send a self-addressed, pre-stamped envelope to: A&W

Restaurants, Inc. "Make It O-Fish-ial" Sweepstakes Official Rules/Winners List Request,
1648 McGrathiana Suite 380 Lexington, KY 40511.

Requests for winners list must be received within one (1) month after the end of the
Sweepstakes Period.

11. SPONSOR: A&W Restaurants, Inc. 1648 McGrathiana Suite 380 Lexington, KY
40511.