

***I Said “Yes” at Cracker Barrel Valentine’s Day Contest***  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**ELIGIBILITY:** The I Said “Yes” at Cracker Barrel Valentine’s Day Contest (“**Contest**”) begins on February 10, 2023, at 7 a.m. Central Standard Time (“CST”) and ends on February 16, 2023, at 11:59 p.m. CST (“**Contest Period**”). The time shall be determined by Sponsor’s timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Contest.

The Contest is open to (i) legal residents of the US (including DC); (ii) who are at least 18 years old and the age of majority in their jurisdiction of residence as of the date of entry; and (iii) who have an Instagram account (Instagram accounts are free but require agreement to Instagram’s terms). Void where prohibited. Employees of Cracker Barrel Old Country Store, Inc. (“**Sponsor**”), Edible, Inc., and Dentsu Aegis Advertising, LLC, and their parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, suppliers, including any vendors providing services in connection with this Contest (collectively, the “**Sponsor Entities**”), and each of their respective employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or those living in the same household) of Sponsor or any Sponsor Entities are not eligible to participate in the Contest. Contest is subject to all applicable federal, state, and local laws.

**TO ENTER:** To enter the Contest, during the Contest Period, entrant must create and upload an original in-feed video (the “**Video**”) depicting his/her wedding proposal at a Cracker Barrel Old Country Store (the Video must show the Cracker Barrel Old Country Store branding or otherwise clearly indicate that the proposal took place at a Cracker Barrel Old Country Store) to entrant’s Instagram account. There is no time limit or period on when the proposal took place (or corresponding Video filmed). However, in order to qualify as an entry, the post to Instagram of the Video (“**Post**”) must:

1. Include a description (within Instagram’s post character limit) of why the entrant decided to propose at a Cracker Barrel Old Country Store (“**Story**”);
2. Include the following hashtags: #ISaidYesAtCrackerBarrel and #Contest”; and
3. Must tag Cracker Barrel Old Country Store® brand official Instagram account handle @crackerbarrel; and
4. Be publicly accessible (accomplished by ensuring the entrant’s profile is public) in order for the Video and associated Post to be accessible by Sponsor and remain as such through the date the winners are announced (on or about February 28, 2023).

Entries submitted in compliance with the foregoing and all other terms in these Official Rules are hereafter “Entries” or, individually, an “Entry.” By completing all the above steps during the Contest Period, you will receive one (1) Entry into the Contest.

Limit: One (1) Entry per person.

By entering this Contest, each entrant agrees that the Sponsor may contact the entrant via his/her Instagram account from Sponsor’s Instagram account @crackerbarrel and/or other contact information included in the Post to administer and fulfill this Contest. Any Entrant’s failure or inability to receive any message(s) from Sponsor for any reason shall be deemed a failure by such entrant to comply with these Official Rules, and any such entrant shall be disqualified from the Contest.

Sponsor is not responsible for lost, late, misdirected or otherwise unreceived Entries or Entries not received regardless of cause. In the event of a dispute over who submitted an Entry, the Entry will be deemed to have been directly submitted by the authorized account holder of the Instagram account where the original Post was made.

The authorized account holder is deemed to be the natural person who is assigned to the Instagram account by Instagram. By entering and/or participating, entrants agree to be bound by these Official Rules and Sponsor's website Terms of Use ([www.crackerbarrel.com/legal](http://www.crackerbarrel.com/legal)) and Privacy Policy ([www.crackerbarrel.com/privacy](http://www.crackerbarrel.com/privacy)), incorporated herein by reference.

**REQUIRED REPRESENTATIONS AND WARRANTIES: You must meet all of the following as applicable to your Entry. Failure to do so may result in your disqualification.**

By entering, you represent and warrant with regard to your Entry (including the in-feed Video post, Story, and all other aspects of the Post):

- (i) It is your own original work or you must have all the rights necessary to post or re-post the content. **The Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene, or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.**
- (ii) You have the express written consent of any identifiable persons appearing or referenced in your Entry to their Persona (as defined below) being used in the ways set out in these Official Rules, including Sponsor's right to use your Entry for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Sponsor in the form identified by Sponsor. If any person appearing in any Entry is under the age of majority in their jurisdiction of residence, the written consent and signature of a parent or legal guardian is required.
- (iii) **The Entry does not reference any names, products or services of any company or entity or any third-party trademarks, logos, copyrights, trade dress or promotion of any brand, product, or service; provided, per the Entry requirements above, your Entry can reference Sponsor and/or its products or services.**
- (iv) Your Entry is appropriate for public viewing. Without limiting the foregoing, your Entry is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contain content which Sponsor in its sole discretion decides is inappropriate or objectionable. Your Entry must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

Sponsor reserves the right in its sole discretion to not consider any Entry for the Contest if it believes the Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. You agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder. By entering, you warrant that your Entry or entries comply with the requirements set out above including those at (i)-(iv) above. **By entering, you will and hereby do grant to Sponsor a perpetual, irrevocable, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry (in whole or in part) and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission.** Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor.

By submitting your Entry you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced,

or otherwise contained in the Entry (all attributes, collectively, per person, a **"Persona"**), including the Video, for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

**WINNER SELECTION:** On or about February 28, 2023, five (5) potential winners will be selected by a panel of qualified judges chosen by Sponsor in its discretion (**"Judging Panel"**). The Judging Panel will select the potential winners by judging all eligible Entries based equally on the following criteria (**"Judging Criteria"**): (a) connection with Sponsor's brand; (b) quality of Entry; and (c) the Story included with the Post. The potential winners are subject to verification of eligibility and compliance with these Official Rules. In the event there are fewer than five (5) Entries submitted under this Contest, the number of winners selected will be automatically reduced to the number of Entries received.

**PRIZES:** Upon verification of eligibility and compliance with these Official Rules, each of the (5) winners will receive "Free Cracker Barrel for a Year" consisting of multiple Cracker Barrel Old Country Store® gift cards totaling \$2,000 per winner that can be used to provide one (1) meal or entrée for two (2) people per week (\$35 average per visit per couple) over the course of 52 weeks. Approximate retail value: \$2,000 per winner and \$10,000 for all prizes awarded under this Contest. In the event there are fewer than five (5) Entries submitted under this Contest, the number of prizes awarded under this Contest will be automatically reduced to the number of Entries received.

All prizes are awarded "AS IS." Neither Sponsor nor Sponsor Entities make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability, and fitness for a particular purpose) in connection with this Contest or any prize. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. A winner may waive the right to receive a prize. Prizes consist only of the items listed, are non-assignable, non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Sponsor will determine all prize details (brand, model, size, etc.) in its sole discretion. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state, and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

**NOTIFICATION:** Potential winner(s) will be notified by Sponsor or another designated representative via Cracker Barrel Old Country Store® official Instagram account (@crackerbarrel) direct message on or about the winner selection date. Winners will be notified on or about February 28, 2023. If potential winners do not respond to the notification within a timely manner, as determined solely by Sponsor, Sponsor may conduct additional random drawings to select additional potential winners. Potential winner must respond to the notification message within twenty four (24) hours and provide all requested information within twenty four (24) hours of the first contact or attempted contact from Sponsor. Sponsor may require winner(s) to provide a valid email address and complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents. All required documents must be completed and received by Sponsor within two (2) days of the date and time listed on the documents. If a potential winner cannot be contacted, is disqualified, or fails to timely execute and return any required forms, an alternate winner may be selected from among the remaining eligible entries.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

**MARKETING:** Submission of an Entry in the Contest constitutes permission, but not the obligation, to the Sponsor to use entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Contest (whether or not required), including, without limitation, mailing address, phone number, email address, etc. during entry constitutes

permission for Sponsor to use entrant's personal information for purposes of administration of the Contest. You also may opt-in to be added to Sponsor's customer database and to permit Sponsor to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (located at <http://www.crackerbarrel.com/privacy>) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails). You understand that you are providing your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor's Privacy Policy.

**NO LIABILITY & INDEMNIFICATION:** By entering this Contest, you agree to release, discharge and hold harmless Sponsor, Sponsor Entities, Instagram, and their respective directors, officers, employees, agents and assigns (the "**Released Parties**") from any claims, losses, and damages arising out of, or relating to, your Entry, your participation in this Contest or any Contest-related activities, and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Contest; any non-compliance by you with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Contest; acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest.

If Sponsor's use of your Entry or your participation in the Contest causes Sponsor to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under, or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your Entry.

**Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE(S) AND ANY WEBSITE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) OR ANY WEBSITE(S), AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Contest. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as

set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon random selection.

**OTHER TERMS:** Decisions of Sponsor on all matters related to the Contest are final and binding. Sponsor reserves the right to cancel or modify the Contest for any reason, including but not limited to, in the event the Contest is compromised by a virus, non-authorized human intervention, tampering, public health crisis, governmental action, or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness, integrity or proper operation of the Contest as determined by Sponsor, in its sole discretion. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, if the individual fails to comply with any requirement of participation or with any provision in these Official Rules, if the individual's behavior or communication at any point is disruptive, may or does cause damage or to any person, property, or reputation of Sponsor, or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Sponsor's sole discretion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

**CONSTRUCTION and GOVERNING LAW:** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any disputes arising under this Contest and/or these Official Rules will be governed by relevant U.S. federal statutes and regulations and the internal laws of the State of Tennessee. Any legal suit, action, or proceeding arising out of or relating to the Contest or these Official Rules shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of Tennessee, in each case located in the City of Nashville and County of Davidson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**NO AFFILIATION:** This Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram. Any questions, comments or complaints regarding the Contest should be directed to Sponsor.

**WINNER ANNOUNCEMENT:** To obtain a winners list, please check for a post on Sponsor's account at Instagram (<https://www.instagram.com/crackerbarrel/>) on or after February 28, 2023. If none is posted, send a self-addressed, stamped envelope to Cracker Barrel Media Relations, ATTN: Valentine's Day Contest, 307 Hartmann Drive, Lebanon, TN 37087. All requests for a list of winners must be received by April 30, 2023.

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