

Wahlburgers Wahl Family Wish List Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.

Sweepstakes are subject to these Official Rules available at participating Wahlburgers' restaurants and at <https://wahlburgers.com/wahl-wish-list>

1. **Sweepstakes Period.** Sweepstakes starts on November 23, 2018 at about 11:00 AM Eastern Standard Time (“EST”) and ends December 31, 2018 at 11:59:59 PM EST (the “Sweepstakes Period”).
2. **Eligibility.** Sweepstakes is open only to individuals who are legal residents of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older at the time of entry. Void where prohibited or restricted by law. Employees of Sponsor, Wahlburgers Holding Company LLC, Restaurant Franchisees of Wahlburgers, any organizations responsible for sponsoring, fulfilling, and/or administering the Sweepstakes, and each of their respective parent, subsidiary, related and affiliated companies (collectively, the “Sweepstakes Entities”), and the immediate family and household members of any of the foregoing individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence, whether related or not. Sponsor: Wahlburgers Franchising, LLC, 350 Lincoln Street, Suite 2501, Hingham, MA 02043 (“Sponsor” or “Wahlburgers”). Participation consists of entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Each entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules. Odds of winning a prize are directly dependent on the total number of eligible entries received.
3. **How to Enter:** There are two ways to enter the Sweepstakes:

A. **Text-Messaging Entry With Unique Code From Participating Wahlburgers**
Location: During the Sweepstakes Period, a guest visiting a participating Wahlburgers restaurant and making a valid purchase will receive a unique code printed on their cash register receipt. Using a two-way text-messaging capable device, an entrant will text either the word PAUL, MARK or DONNIE to the short code 888-111. The entrant will choose to enter either PAUL, MARK or DONNIE based on the entrant’s choice as to which Prize described below he/she would like a chance to win (that is, the word “Paul” represents the “Paul’s List” prize described below, the word “Mark” represents the “Mark’s List” prize described below, and the word “Donnie” represents the “Donnie’s List” prize described below). After sending your text message, you will receive one (1) text message in response that contains a link to complete the Sweepstakes entry. Then, in order to complete the entry, the entrant must access the link and

follow the instructions to input the required information, which will include the unique code from his/her cash register receipt, his/her first and last name, and his/her full mailing address. The unique code on the cash register receipt is a one-use only code that can only be used for one entry. If entrant is eligible, he/she will receive one (1) entry into the Sweepstakes for each such entry entered in this manner that complies with the requirements of these Official Rules (up to a maximum of ten total entries per person, regardless of method of entry). If you wish to opt out, text STOP to 888-111. If you would like more information or have any questions, send questions to wishlist@wahlburgers.com or visit <https://wahlburgers.com/wahl-wish-list>.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES. BY PARTICIPATING IN THE TEXT-MESSAGING ENTRY METHOD, YOU CONSENT TO RECEIVE THE TEXT MESSAGE REPLY CONTAINING THE LINK TO COMPLETE YOUR ENTRY INTO THE SWEEPSTAKES. IF YOU DO NOT WANT TO RECEIVE ANY SUCH TEXT MESSAGE OR ACCESS SUCH LINK, THEN YOU SHOULD ENTER THE SWEEPSTAKES USING THE ENTRY WITHOUT PURCHASE OPTION BELOW.

B. Enter Without Purchase (Alternate Method of Entry, "AMOE"): A participant can enter the Sweepstakes without making a purchase from a participating Wahlburgers restaurant by mailing a legibly **handwritten** document with either the word PAUL, MARK or DONNIE written on it and placed inside an envelope with sufficient postage. The entrant will choose to **handwrite** either PAUL, MARK or DONNIE on the document placed inside the envelope based on the entrant's choice as to which Prize described below he/she would like a chance to win (that is, the word "Paul" represents the "Paul's List" prize described below, the word "Mark" represents the "Mark's List" prize described below, and the word "Donnie" represents the "Donnie's List" prize described below). The envelope the document is placed inside must include a legibly **handwritten** return address, which must include first and last name of the entrant, street address, city, state and ZIP Code. Entrant must send such envelope to: **Wahlburgers Sweepstakes, P.O. Box 550, Hingham, MA 02043**. The document and envelope must be handwritten. Do NOT send any comments or questions to this address. One entry will be made for each mail-in submission that complies with the requirements of these Official Rules (up to a maximum of ten total entries per person, regardless of method of entry). The mail-in submission must be postmarked no sooner than November 23, 2018 and no later than December 31, 2018 and received by Sponsor no later than January 4, 2019. All entries and/or materials submitted will not be returned. Mail-in submissions that are sent in business reply envelopes, that utilize address labels or stickers (for any address), that are photocopied, hand-stamped, computer-generated, or otherwise mechanically or digitally produced or reproduced, or that otherwise fail to comply with the Official Rules, will NOT be honored, acknowledged or returned. Sponsor will not be responsible for: lost, late, misdirected, damaged, illegible, incomplete, incorrect, or postage due entries. **Participants who participate via AMOE will have the same chance of winning the Sweepstakes as participants who enter under the unique code process set forth in section 3.A above.** If you would like more

information or have any questions, send questions to wishlist@wahlburgers.com or visit <https://wahlburgers.com/wahl-wish-list>.

C. REGARDLESS OF METHOD OF ENTRY, THERE IS A LIMIT OF TEN TOTAL ENTRIES PER PERSON IN THE SWEEPSTAKES. ALL ENTRIES IN EXCESS OF THIS LIMIT WILL BE DEEMED VOID. A PARTICIPANT CAN CHOOSE TO ENTER UP TO TEN TOTAL ENTRIES FOR AN INDIVIDUAL PRIZE OR MAY ALLOCATE HIS/HER ENTRIES AMONG THE THREE PRIZES IN ANY MANNER HE/SHE CHOOSES.

4. **Publicity Rights**: By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to on television (including live television), radio, the Internet, social media, without notice, review or approval and without additional compensation except where prohibited by law.

5. **Random Drawings**. On or about January 7, 2019, potential Winners will be chosen at random out of all of the eligible entries received during the Sweepstakes Period. One potential winner will be chosen for each of the three (3) Prizes from the eligible entries submitted for each such Prize. Entry MUST be in compliance with these Official Rules. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. If a winner does not claim his/her prize in the manner described in these Official Rules by the Prize Claim Deadlines specified below, the winner has forfeited his/her prize, and an alternative winner will be chosen by way of a second drawing of the remaining eligible entries, time permitting. If the Sponsor cannot deliver the prize to the alternative winner after a good-faith attempt, the prize may not be re-awarded. Each prize will only be awarded to a verified winner.

6. **Prizes, APPROXIMATE RETAIL VALUES ("ARV") AND ODDS OF WINNING**

A. Prize, ARV of Each Prize

Paul's List (1): Grilling Package – Weber Gas Grill, Knife Set & Custom Cutting Board, and Apron signed by Paul; ARV of Prize: \$1,660

Mark's List (1): Golf Package – Full Set of Callaway Golf Clubs, Travis Mathews Golf Apparel, and Set of Callaway Golf Balls signed by Mark; ARV of Prize: \$1,530

Donnie's List (1): Entertainment Package – Sonos Surround Set (home entertainment sound system), and two (2) New Kids On The Block ("NKOTB") Tickets (specific tickets to be mutually agreed upon by winner and Sponsor for scheduled NKOTB tour city and based on proximity of winner's residence to the closest regularly-scheduled NKOTB tour location; travel to and from such concert, if any, will be the sole responsibility of prize winner); ARV of Prize: \$1,800

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B. Odds of Winning: The odds of winning a Prize depends on the total number of eligible entries received during the Sweepstakes Period.

C. General: In no event will more than three Prizes be awarded during the Sweepstakes Period. If, for any reason, more Prize notifications are sent (or more claims are received) than the three 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. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize, or component thereof, of equal or greater value in case of unavailability of the Prize or a Prize component. There is a limit of one (1) prize per person for the entire Sweepstakes.

7. **How To Claim A Prize:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified by mail from Sponsor with instructions on how to claim a prize, and must sign and return any required forms within 14 days of the date notice is sent by Sponsor (“Prize Claim Deadline”). Potential winners may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within the Prize Claim Deadline. Failure to provide all required information and a signature on the documents provided by Sponsor within the stated time period may result in forfeiture of potential winner’s right to claim a Prize, and may result in the Prize being awarded to an alternate winner, if time permits. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, or the potential winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if the potential winner does not respond to the initial notification, the Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor’s sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of the Prize. Any portion of a Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the Prize won. You may wish to seek advice from a tax professional to determine the full extent of your tax liability under federal, state, and local laws and regulations. As required by law, an IRS Form 1099 will be prepared in your name, stating the value of your prize, and submitted to the IRS. You will receive a copy of the Form 1099. Approximate retail values are as of the time these Official Rules were printed and the value of the Prize may fluctuate. The winners are 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 not expressly set forth herein shall be solely the winner’s responsibility. Each Prize will only be awarded to a verified winner.

Wahlburgers will ship each Prize to the eligible, verified winner for such Prize, at no cost to the winner.

8. **Winner List.** A list of winners can be obtained after **February 15, 2019** at <https://wahlburgers.com/wahl-wish-list>

9. **Choice of Law; Disputes:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. EXCEPT WHERE PROHIBITED, THE FORUM AND VENUE FOR ANY DISPUTE SHALL EXCLUSIVELY BE IN STATE OR FEDERAL COURTS SITUATED IN BOSTON, MASSACHUSETTS. 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 BUT NOT LIMITED TO 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 SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, AND WITHOUT RESORTING TO ANY FORM OF CLASS ACTION.

10. **Limitation of Liability:** By participating in this Sweepstakes, entrants agree the Sweepstakes Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for any and all liabilities, including but not limited to lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of Sweepstakes-related information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's mobile device or computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries will, at Sponsor's sole discretion, be disqualified.

If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. This Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to 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 (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of an Entry; (i) any technical malfunctions or unavailability of any social media platform or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING PRIZE COMPONENTS, 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR

EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and will result in the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event Sponsor is prevented from continuing with the Sweepstakes or the integrity and/or feasibility of the Sweepstakes is severely undermined, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without any further obligation. In the event of cancellation, Sponsor will award the Prizes in a random drawing from among all valid and eligible entries received up to the time of such cancellation, providing a sufficient number of entries are received. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstake details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.