

White Castle Grandparents Day

Memorable Moments Contest

OFFICIAL RULES

Important: Please read these Official Rules before entering into the White Castle Grandparents Day Memorable Moments Contest (“Contest”). This is a skill-based contest. Chance plays no part in the determination of winners.

NO PURCHASE NECESSARY. ALL ENTRANTS MUST BE 13 YEARS OF AGE OR OLDER. BY ENTERING THIS CONTEST, ENTRANTS AGREE TO THE OFFICIAL RULES AND WARRANT THAT THEIR SUBMISSION COMPLIES WITH ALL OF THE REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram. You understand that you are providing your information to White Castle Management Co., and not to Twitter or Instagram. Participants must read and agree to Sponsor’s Official Rules before entering or participating in this Contest. Your use of Twitter or Instagram is subject to the user agreements and other applicable terms of that application.

1. **Who Can Enter:** This Contest is open to residents of the continental United States of America and the District of Columbia who are thirteen (13) years of age and older. This Contest is sponsored by White Castle Management Co. Employees, officers, principals or directors of White Castle Management Co. and its subsidiaries, affiliates, advertising and promotional agencies (collectively, the “Sponsor”), and their households or immediate family members and/or those living in the same household with any of them, are not eligible to participate.

2. **How to Enter:** You must have internet access and a valid email address to enter and win this Contest.

To enter, participants must (i) have a registered account for the Instagram application (“Instagram”) or Twitter application (“Twitter”), and (ii) using Instagram or Twitter upload/post a memorable moment shared between a grandparent and a grandchild in any format (text only, photo, video, etc), including “#WCGGrandparentsContest” in the comments section. Each upload will constitute an entry (“Entry”). Entries must be submitted in the format(s) accepted on Instagram or Twitter and must be created solely by the entrant. Furthermore, Entries must comply with these Official Rules, White Castle Management Co.’s Terms & Conditions of Use and Privacy Policy, Instagram’s Privacy Policy and Terms of Use and Twitter’s Privacy Policy, Rules and Terms of Service. Entries that do not comply with the terms stated above and herein may be disqualified in Sponsor’s sole discretion. All entries that are incomplete or late will be disqualified. Entries will be deemed to have been submitted by the registered account holder of the Instagram or Twitter account that submitted the submission. Entrants using more than one Instagram or Twitter account to enter the Contest will be disqualified. Entries must have been prepared specifically for this Contest (and not previously published) and comply with the following content guidelines to be eligible. Entries cannot:

- Be inappropriate or unfit for publication, including content that is sexually explicit or suggestive, or derogatory of any ethnic, racial, gender, religious, professional or age group or the disabled, be profane or pornographic, or contain nudity;
- Promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Defame, misrepresent or contain disparaging remarks about other people, or companies and/or the Sponsor and/or its products;
- Contain any use of trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- Contain any personal identification, such as license plate numbers, personal names, likenesses, photographs, e-mail addresses, or street addresses or other indicia identifying any person, living or dead without permission;
- Contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) as determined by Sponsor;
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Depict, and cannot itself be in, violation of any law or otherwise.
- Depict or otherwise identify a minor unless a parent or legal guardian is the entrant.

Entrant grants to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to copyright and/or use, re-use, incorporate, broadcast, distribute, publish, re-publish, alter, edit, perform, exhibit, reproduce and/or otherwise exploit his/her Entry, and/or entrant's likeness, voice, and portrayals, in whole or in part, or composite or distorted, in character or form, without restrictions as to changes or alterations, from time to time and in any manner and in any and all distribution channels, venues or media now known or hereafter devised, including but not limited to use in advertising and promotional activities, without further notice or any compensation to entrant. Entrant further waives any "Moral Rights of Authors" or similar rights of ownership he/she may have in the Entry. Such use includes but is not limited to posting of entrant's Entry on White Castle's official account(s) on social media platform(s) and/or elsewhere. Entrant further agrees, upon Sponsor's request and without compensation of any kind, to execute any additional documents so as to affect, record or perfect the grant of rights contemplated by this subsection. Entrant also understands and agrees that (I) Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the Entry submitted by entrant when participating in the Contest and that Sponsor shall have no liability to entrant or any third party in conjunction therewith; and (II) Sponsor and its agencies do not have any duty of confidentiality or other fiduciary duty to entrant relative to his/her Entry submitted in the Contest.

ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH ENTRIES, INCLUDING BUT NOT LIMITED TO MODERATING, MONITORING, REVIEWING OR FILTERING VIDEOS. SPONSOR WILL NOT EDIT ENTRANTS' ENTRY FOR PURPOSES OF THE CONTEST.

Any attempt by any individual to exceed the above-indicated entry limit by using multiple/different e-mail or IP addresses, identities, or any other methods will void all that individual's entries and that individual will be disqualified. Use of any automated program or like means to submit/upload an entry will result in disqualification. Sponsor is not responsible for late, lost, garbled/illegible, misdirected, incomplete or invalid Entries, all of which are void and will not result in Contest entry. Proof of transmission of completed entry (including upload of Video) does not constitute proof of receipt of same or proof of entry in Contest.

3. Contest Start/End Dates: The Contest will begin on Tuesday, September 1, 2015 at 12:00:00 a.m. Eastern Standard Time ("EST") and continue through Wednesday, September 30, 2015 at 11:59:59 p.m. EST ("Contest Period").

4. Winner Selection. There will be a total of ten (10) winners selected of the White Castle Grandparents Day Memorable Moments Contest. Each of the ten (10) prize winners will be selected by Sponsor based on the following criteria:

Creativity- 40%

Reference to Subject- 20%

Quality of Entry - 40%

Eligible Entries must be submitted during the Contest Period. Winner selection will take place on or before October 15, 2015. Odds of winning depend on the number of entrants participating in the Contest.

5. Prizes and Odds of Winning. The ten (10) winners of the White Castle Grandparents Day Memorable Moments Contest will each be awarded one (1) \$500 U.S. Savings Bond.

TOTAL APPROXIMATE RETAIL VALUE OF EACH U.S. SAVINGS BOND: \$500.00

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: \$5,000.00

Winners are solely responsible for any applicable federal, state, and local taxes associated with prize acceptance, receipt and use. No substitution, assignment, or transfer of prize permitted, except by Sponsor, who reserves the right to substitute prize with another prize of equal value if advertised prize cannot be awarded as stated for any reason. Prize cannot be redeemed or exchanged for cash by winner (except where required by law).

6. Winner Notification. Each Contest winner will be notified via Instagram comment or Twitter direct message within 72 hours after determination of the winners. Winning is contingent upon fulfilling all requirements of these Official Rules and White Castle Management Co.'s decisions as to the administration of the Contest. The winners will be required to respond to any such Sponsor notification in the manner requested by Sponsor to acknowledge receipt of Sponsor's notification and awarding of prizes. Winners will be required to provide to Sponsor their first name, last name, mailing address, telephone number and email address in order to claim any prize. If no response is received by Sponsor from winner within three (3) calendar days of delivery of the prize notification from Sponsor, or if prize notification is returned as undeliverable, the prize will be awarded to a replacement winner to be determined by the

Sponsor in the Sponsor's sole and absolute discretion. Potential winner may be required to sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) as a condition of prize award. If the potential winner cannot be contacted, fails to sign/return Affidavit within the required time period (if applicable), or if the prize is returned as undelivered, potential winner forfeits such prize and an alternate winner may be selected. Any winner who is under the age of majority in the jurisdiction in which he/she resides will be required to have written parental consent to the entrant's entrance, awarding, acceptance and receipt of the prize, and to all of the conditions and terms set forth in these Official Rules. In the event that an Entrant's email address, telephone number, or address or residence changes, it is the Entrant's responsibility to notify Sponsor of such change.

7. General Conditions: Sponsor's computer is the official clock for purposes of the Contest. Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures, or any other factor beyond its control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor will select the winners of the Contest in the manner set forth in Rule 4 above from among all eligible Entries (as applicable) received during the Contest Period or by some other means deemed by Sponsor in its sole discretion to be fair, appropriate, and consistent with the spirit of these Official Rules. And, notice of such action by Sponsor will be posted on whitecastle.com/grandparents. Sponsor reserves the right, in its sole discretion, to disqualify any individual it determines, in its sole discretion, to be tampering with the entry process or the operation of this Contest or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to deliberately damage Sponsor's or any related promotion web site or undermine the legitimate operation of this Contest may be a violation of criminal and civil laws 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 (as well as disqualifying such individual, if appropriate). Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. These Official Rules (or any other Contest materials) may not be published elsewhere without the express written consent of Sponsor, which may be withheld for any reason.

8. Publicity Release: Except where prohibited by law, participation in the Contest and acceptance of a prize constitutes winner's consent to Sponsor and its designees' use of winner's name, likeness, voice, opinions, hometown, and state and other indicia of persona for promotional, trade, or advertising purposes in any media without geographic or time limitation, and without additional payment or consideration.

9. Liability Release: By entering, entrant agrees to release and hold harmless White Castle Management Co., its affiliates and each of their respective officers, directors, shareholders, franchisees/licensees, their respective related companies, and each of their respective officers, directors, employees, and agents (collectively, "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use or misuse of prize(s).

10. Limitations of Liability: Released Parties are not responsible for and entrants hereby release the Released Parties from any claims arising from: (1) incorrect or inaccurate

transcription of entry information or lost, stolen, illegible, incomplete, misdirected fraudulent Entries, or Entries received through impermissible or illegitimate channels, all of which are void and will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware, or software; (3) the unavailability or inaccessibility of Web site or any other service; (4) unauthorized human intervention in any part of the entry process or the Contest and/or incomplete or inaccurate information being displayed on Web site whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; (5) electronic or human error which may occur in the administration of the Contest or the processing of submitted Entries; or (6) any injury or damage to persons or property, including but not limited to an individual's computer (or any information/materials stored thereon), which may be caused, directly or indirectly, in whole or in part, by participation in the Contest or from downloading any material from Sponsor's or related Web site(s), regardless of whether the material was prepared by Sponsor, agency, or a third party, and regardless of whether the material is connected to a Sponsor's or its agency's Web site by a hypertext link.

11. Disputes/Choice of Law: To the fullest extent permitted by law, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the award of any prize shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts located in Franklin County, Ohio (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and proven, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrants hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. The internal, substantive law of Ohio governs the Contest and all aspects related thereto including construction, validity, interpretation, and enforceability of these Official Rules. By participating in the Contest, you agree to submit to the personal and exclusive jurisdiction and venue of the Common Pleas Court of Franklin County, Ohio and the United States District Court for the Southern District of Ohio with respect to such matters.

12. Winners List: For the winners list, mail a self-addressed stamped envelope to White Castle Grandparents Day Memorable Moments Contest Winners List Request, 555 West Goodale Street, Columbus, Ohio 43215. Requests must be received by October 15, 2016.