

**THE MCALISTER'S DELI \$24K CATERING SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR
CHANCE OF WINNING.**

SWEEPSTAKES DESCRIPTION: The McAlister's Deli \$24k Catering Sweepstakes (the "Sweepstakes") begins on or about February 22, at 7:00 a.m. Eastern Time ("ET") and ends on March, 3, 2023, at 11:59 p.m. ET (the "Sweepstakes Period"). This Sweepstakes consists of one (1) Drawing that will take place on the Sweepstakes Webpage during the Sweepstakes Period as set forth in the "How to Enter" section below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of McAlister's Franchisor SPV LLC at 5620 Glenridge Drive NE, Atlanta, GA 30342 ("Sponsor"), which shall be final and binding in all respects. The Sweepstakes is subject to all applicable U.S. federal, state and local laws, and provincial or territorial laws, and is void wherever prohibited by law.

ELIGIBILITY: Only legal U.S. residents who are located within a U.S. state that has a McAlister's Deli Restaurant ("Restaurant"), work for a business which can and will receive a McAlister's catering order including within the geographical delivery radius of a Restaurant, and are at least eighteen (18) years of age are eligible to enter the Sweepstakes. Officers, directors and employees of Sponsor, and each of Sponsor's parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities collectively referred to herein as the "Sweepstakes Entities"), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Sweepstakes or win a prize.

HOW TO ENTER: Entrants must submit the required information via the submission form on the website (the "Website") during the Sweepstakes Period.

Limit one (1) entry per eligible entrant. All entries must be received by the end of the applicable Entry Period in order to participate. The Sponsor's database clock will be the official time keeper for this Sweepstakes. All required information on the entry form must be completed to enter and to be eligible to win. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's privacy policy located at <https://cmprod.mcalistersdeli.com/privacy>. Sponsor may engage third party application providers and other vendors to administer certain aspects of the Sweepstakes, including without limitation, the online collection of entry information. Such third parties will provide your personally identifiable information to Sponsor, who except as set forth herein will use such information in accordance with its online privacy policy, located at <https://cmprod.mcalistersdeli.com/privacy> and such third parties may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by such third parties.

Entry must be made by the Entrant, only through the entry methods described above. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible. The Sponsor shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

WINNER SELECTION AND NOTIFICATION: At the end of the Sweepstakes Period one (1) winner will be randomly selected from all eligible entries. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. The Winner will be notified via email. Such notification will include instructions for claiming the Prize and coordinating Prize delivery with the Winner. Entrant must respond to email notification within forty-eight (48) hours and in the manner specified in such notification or the Prize will be forfeited. Winner must complete and return to Sponsor or its designated agent an Affidavit of Eligibility and Liability and Publicity Release ("**Affidavit**") within twenty-four hours of Sponsor emailing such Affidavit to the Winner or the Prize will be forfeited. At the sole discretion of Sponsor, disqualification or forfeiture may result from any of the following: (i) Entrant's failure to respond to notification; (ii) failure of potential Winner to complete and return the Affidavit; (iii) the failure of notification due to deactivation of the Entrant's email account prior to receipt of notification; (iv) return of notification as undeliverable; (v) potential winner's failure to provide Sponsor with satisfactory proof of age, identity and eligibility; (vi) Entrant's or potential winner's failure to validly claim the Prize by the deadline specified; and (vii) any other noncompliance with these Rules. In the event the Prize is forfeited, Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate winner. Sponsor may successively attempt to contact up to two (2) potential winners of an applicable prize in accordance with such procedure, and if there is still no confirmed winner of such applicable prize after such attempts have been made, if any, the corresponding prize may go unawarded.

PRIZES/ODDS: There is one (1) prize available. The prize consists of a credit of \$2,000 per month for twelve (12) months at the McAlister's Deli closest to the Winner's place of business to be used for catering to the business, inclusive of taxes, fees, and costs related to delivery. The approximate retail value ("**ARV**") for the prize is \$24,000.

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Applicable portions of prizes will be delivered only to an address in the United States.

Many will enter, only one (1) will win. Actual odds of winning depend on the number of eligible entries received. Winner selection is under the supervision of Sponsor, whose decisions are final and binding in all respects.

GENERAL PRIZE CONDITIONS: Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. The prize is non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Sponsor may, in its sole discretion, deduct or withhold the amount of applicable tax on any cash or cash equivalent prize. The Sponsor may issue and file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the prize winner by the Sponsor in accordance with IRS requirements, and the Sponsor may also share such documentation with a state or local government agency as required by law. Refusal or failure of the prize winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W-8BEN, IRS Form W-9, or equivalent information), as determined by the Sponsor in its sole discretion, may result in the prize winner forfeiting the prizes and an alternate potential winner may be selected in accordance with these Official Rules. Sponsor will award prizes subject to any applicable withholding taxes, and the amount of the prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the prize, as applicable. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If any potential winner fails or refuses to sign and return all Prize Claim Documents within the time period specified by Sponsor in the prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

PUBLICITY RELEASE. By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Sweepstakes, each entrant irrevocably grants the Sweepstakes Entities and their respective successors, assigns and licensees, the right to use such entrant’s name, social media tag, likeness, and biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, to advertise, market, and promote the Sweepstakes Entities, the Website or the Sweepstakes or other promotions, and each entrant and/or prize winner hereby release the Sweepstakes Entities from any liability with respect thereto.

CONDITIONS OF PARTICIPATION/RELEASES – IMPORTANT PLEASE READ. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. The Sweepstakes is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating in this Sweepstakes and/or by accepting any prize that they may be awarded, entrants agree to release the Sweepstakes Entities from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use or misuse of the prize. Each entrant agrees that Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Sweepstakes Entities shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible Entry, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Entry or other materials; (iv) any injuries, losses or damages of any kind caused from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. The Sweepstakes Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes, and reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper running of the Sweepstakes. Sponsor may prohibit you from participating in the Sweepstakes if, in its sole discretion, Sponsor determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair behavior or with the intent to annoy, abuse, threaten or harass any other entrants or Sponsor representatives and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry may be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is

terminated before the designated end date, Sponsor may (if possible) select the winners in a random drawing from all eligible, non-suspect Comments received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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 provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION/DISPUTES. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. As a condition of participating in this Sweepstakes, entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually through binding arbitration, without resort to any form of class action, in accordance with the arbitration provision set forth below.

ARBITRATION PROVISION. By participating in this Sweepstakes, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Sweepstakes Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Atlanta, Georgia; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply Georgia law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation,

Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

WINNERS LIST/OFFICIAL RULES: To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: McAlister's Deli "MCALISTER'S DELI \$24K CATERING SWEEPSTAKES" Sweepstakes Winners List, McAlister's Franchisor SPV LLC 5620 Glenridge Drive NE, Atlanta, GA 30342. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.