

**CULVER'S® CURD NERD SWEEPSTAKES
OFFICIAL RULES**

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. INTERNET ACCESS REQUIRED IF ENTERING ONLINE. SWEEPSTAKES SUBJECT TO OFFICIAL RULES.

1. SWEEPSTAKES PERIOD: The Sweepstakes begins on October 2, 2017 at 9:00:00 a.m. Central Time ("CT") and ends on October 29, 2017 at 11:59:59 p.m. CT (the "Sweepstakes Period"). The Sweepstakes Period is divided into twenty-eight (28) daily play periods. Each day of the Sweepstakes Period represents a separate daily play period (each a "Day"). A "Day" is defined as the 24 hours between 12:00:00 a.m. CT and the following 11:59:59 p.m. CT with the exception of the first day of the Sweepstakes Period which shall begin at 9:00:00 a.m. CT and end the following 11:59:59 p.m. CT. The computer of Sponsor's Web master is the official time-keeping device of the Sweepstakes.

2. HOW TO PARTICIPATE: There are two (2) ways to participate in the Sweepstakes, during the Sweepstakes Period, as outlined below.

A. WEBSITE: Code required to participate via the Website (defined below). With the purchase of any sized order of Wisconsin Cheese Curds at any participating Culver's location during the Sweepstakes Period, participants will receive a voucher containing a code (a "Sweepstakes Code"), while supplies last. Upon obtaining a Sweepstakes Code, log on to www.lifesbetterwithcheddar.com (the "Website") and follow the online instructions to enter your Sweepstakes Code to play for a chance to win a Daily Prize (a "Play"). If your screen displays a prize-winning message, you are a potential winner of the indicated Daily Prize (subject to verification). If your screen does not display a prize-winning message, you are not a winner of a Daily Prize. For each Play, you will receive one (1) entry into the random drawing for a chance to win the Grand Prize.

B. CALL TOLL FREE: To participate in the Sweepstakes without making a purchase, call toll-free 1-888-438-2943 from your home touch-tone telephone or mobile phone and follow the automated instructions to play for a chance to win a Daily Prize (also a "Play"). If you are a Daily Prize winner, you will hear a voice message indicating that you have won a Daily Prize (subject to verification). The message will also provide next steps on how to claim your prize. If you are not a winner of a Daily Prize, you will hear a voice message indicating that you did not win a Daily Prize. For each Play, you will receive one (1) entry into the random

drawing for a chance to win the Grand Prize. Callers will be required to enter their first and last name, home address, city, state, zip code, daytime phone number and date of birth (as two digits for month, two digits for day and four digits for year). All calls must be made from a phone number with an area code associated with an Eligible State (see Section 3) or participant's home address must have a zip code from an Eligible State. In the event of an identity dispute, Play will be considered made by the registered owner of the phone number used for Play.

See Section 5 for random drawing details and Section 6 for all prize details.

All Plays must be received and recorded during the Sweepstakes Period. **Limit one (1) Play per Sweepstakes Code per day per person/email/household (applies to Website Plays only). Limit ten (10) Plays per day per person/email/phone/household, regardless of method of participation.**

Applicable to Plays submitted via the Website: The name of the person submitting a Play must be the name of the authorized account holder of the email address used to submit the Play, otherwise, Play may be deemed void. In the event of a dispute over the identity of a participant, the Play will be declared made by the authorized account holder of the email address used during the submission process. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account. It is solely the responsibility of the participant to notify the Sponsor in writing if the participant changes his or her email address during the Sweepstakes Period.

Proof of submitting a Play does not constitute proof of delivery. Each submission must be manually key stroked and/or manually entered by the individual participant; automated and/or repetitive electronic submission of Plays (including but not limited to Plays made using any script, macro, bot or Sweepstakes service) will be disqualified and transmissions from these or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses, phone numbers or mailing addresses or the manipulation of a participant's contact information for the purpose of obtaining more than the stated number of Plays is prohibited and such persons will be disqualified and all Plays shall be deemed invalid and any prize won shall be forfeited.

3. ELIGIBILITY: YOU MUST BE A LEGAL U.S. RESIDENT RESIDING IN THE STATE OF ARIZONA, COLORADO, FLORIDA, GEORGIA, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, MICHIGAN, MINNESOTA, MISSOURI, NEBRASKA, NORTH CAROLINA, NORTH DAKOTA, OHIO, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, WISCONSIN or WYOMING THROUGHOUT THE SWEEPSTAKES PERIOD AND 18 YEARS OF AGE OR OLDER (19 in NEBRASKA) (EACH AN "ELIGIBLE STATE") AT THE TIME OF PARTICIPATION to be eligible to win. Potential winners may be required to provide proof of legal U.S. residency if requested by Sponsor to determine eligibility and as a condition of prize award. Employees of Culver Franchising System, Inc., its parent, subsidiaries, divisions, affiliates, distributors, suppliers, participating locations, dealers and advertising, promotional or judging agencies, officers, directors, employees, agents,

licensors, and assigns (collectively, “Sponsor and Promotion Parties”) and the immediate family members (parent, child, sibling or spouse of any of the foregoing, including step-parent, step-child or step-sibling) and household members of such individuals (whether related or not) of each, are not eligible to participate or win.

4. DAILY PRIZES: Randomly-selected times for each Day of the Sweepstakes Period, will be chosen by the independent judging organization (the “Judges”), and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by administrator's computer(s) on or immediately after a randomly selected time) will win a Daily Prize (subject to verification). Odds of winning a Daily Prize depend on the number of Plays received and the order in which they are received per Day. Limit one (1) Daily Prize per person/email address/household.

5. RANDOM DRAWING: The Grand Prize winner will be selected in a random drawing from among all eligible entries received on or about October 30, 2017. Drawing will be conducted by an independent judging organization. All decisions of the judges shall be final. Odds of winning the Grand Prize depend upon the number of eligible entries received. A Daily Prize winner is eligible to win the Grand Prize.

6. PRIZES:

Grand Prize – Awarded via the Random Drawing.

One (1) Grand Prize winner will receive \$1,000 (awarded in the form of a check, payable to winner); fifty-two (52) coupons each good for a Free Order of Regular Cheese Curds; one (1) pair of Curd Glasses; one (1) Curd Nerd t-shirt; and one (1) large Curdis plush toy. Approximate Retail Value (“ARV”): \$1,192.00.

Daily Prizes – Awarded via the Instant-Win mechanism.

Two hundred eighty (280) small Curdis plush toys (awarded ten [10] per day). ARV: \$4.00 each.

Fourteen hundred (1,400) coupons for a free regular order of Wisconsin Cheese Curds (awarded fifty [50] per day). ARV: \$3.69 each.

Total ARV of all prizes: \$7,478.00.

7. GENERAL: The Sweepstakes is governed by the laws of Wisconsin in the United States. Prizes will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Except as determined by Sponsor in its sole discretion, no substitution of prize is offered, no transfer of prize to a third party is permitted, and prizes may not be redeemed for cash value (unless at the sole discretion of the Sponsor). Winners will be solely responsible for all applicable federal, state and local taxes on prizes. If applicable, winners will receive an IRS Form 1099 for the retail value of their prize. All other expenses on the receipt and use of the prize not specifically

mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited. Grand Prize winner's first name, last initial and state will be disclosed on Winner's List, which will be distributed upon request and as required by law. The information you provide will only be used in accordance with the Sponsor's privacy policy found here: <http://www.culvers.com/privacy-and-terms-of-use/>.

8. WINNER NOTIFICATION: Potential Daily Winners will be notified at the time of submitting their Play and must follow the instructions to confirm their eligibility and claim their prizes. The potential Grand Prize winner will be notified by email, mail and/or phone within seven (7) days of the random drawing. Grand Prize winner may be required to claim the prize within seven (7) days of notification by signing and returning an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law). In the event the Affidavit and Release is not returned within seven (7) days, prize may be forfeited. Upon forfeiture for any reason, no compensation shall be given. Allow up to four (4) weeks for delivery of Grand Prize following the notification/verification process. Any winner notification returned as undeliverable may result in prize forfeiture. If a prize is returned as undeliverable, prize will be forfeited and Sponsor shall have no further liability to award that prize. Prizes will only be delivered to addresses within an Eligible State.

9. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate information provided for a Play, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Plays at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or the Website or any combination thereof; (e) any injury or damage to participants or to any other person's computer or phone which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at participating stores and a random drawing may be held from among all eligible, non-suspect Plays received prior to such time. Sponsor reserves the right to correct errors in promotional materials. No more than the stated number of prizes will be awarded. In the event that production, seeding, programming, printing or any other reasons cause more than the stated number of prizes, set forth in these Official Rules, to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes. Screen shots are not proof of winning status.

10. DISCLAIMER: Sweepstakes Codes are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Sweepstakes Codes contain or are the result of programming, printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for a regular official Sweepstakes Code is limited to replacement with a free randomly selected official Sweepstakes Code, while supplies last. Sweepstakes Codes may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded or obtained through any source other than through the method described in these Official Rules.

11. WINNER RELEASES: All participants, as a condition of participation into the Sweepstakes, agree to release Sponsor and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Website, submitting a Play or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement of offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Except for residents of Tennessee and where prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Website) the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

12. CONDUCT: By entering this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the judges that shall be final and binding in all respects. The Official Rules will be posted on the Website throughout the Sweepstakes Period. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the process of submitting a Play or the operation of the Sweepstakes or the Website; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS 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.

13. WINNER'S LIST: For the name of the Grand Prize winner, mail your request with a self-addressed stamped envelope for receipt by November 30, 2017, to: Culver's Curd

Nerd Sweepstakes Winner's List, 10 South 5th Street, 7th Floor, Dept. 1134-710,
Minneapolis, MN 55402.

14. SPONSOR: Culver Franchising System, Inc., 1240 Water St., Prairie Du Sac, WI
53578.

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