

“ORIGINAL TOMMY’S TICKETS TO USC UCLA FOOTBALL GAME NOV 2022” OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THE “ORIGINAL TOMMY’S TICKETS TO USC UCLA FOOTBALL GAME NOV 2022” (THE “GIVEAWAY”) AND ANY ADVERTISEMENT RELATING THERETO IS INTENDED FOR PARTICIPATION ONLY IN LAS VEGAS, NEVADA, CLARK COUNTY, NEVADA, AND THE STATE OF CALIFORNIA COUNTIES OF LOS ANGELES, ORANGE, SAN BERNANDINO, RIVERSIDE, AND VENTURA (THE “TERRITORY”) AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY CALIFORNIA STATE LAW. DO NOT PARTICIPATE IN THIS GIVEAWAY IF YOU ARE NOT A LEGAL RESIDENT OF THE TERRITORY PHYSICALLY LOCATED IN THE TERRITORY AT THE TIME OF ENTRY, OR DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES BELOW. VOID WHERE PROHIBITED BY LAW.

1. GIVEAWAY DESCRIPTION: The “ORIGINAL TOMMY’S TICKETS TO USC UCLA FOOTBALL GAME NOV 2022” (the “GIVEAWAY”) is sponsored by Original Tommy’s World Famous Burgers Restaurants, located at 831 E. Huntington Drive, Suite 202, Monrovia, CA 91016 (referred to as “Sponsor”) The GIVEAWAY begins on November 11, 2022, and ends November 18, 2022 at 5:00PM Pacific Time (“GIVEAWAY Period”). At the end of the GIVEAWAY Period, a random drawing will be conducted to select one (1) prizewinners for each prize from all eligible entries received during the GIVEAWAY Period. The prizewinners will receive a prize package as more specifically described below. By participating in this GIVEAWAY, each entrant unconditionally agrees to abide by these Official Rules and the decisions of Sponsor in their sole discretion, which shall be final and binding in all matters relating to this GIVEAWAY.

2. WHO MAY ENTER: The GIVEAWAY is open only to legal residents of Las Vegas, Nevada, Clark Country, Nevada, and the state of California counties of Los Angeles, Orange, San Bernardino, Riverside, and Ventura who are eighteen (18) years or older at the time of entry. Void where prohibited by law. Directors, officers and employees, (and their respective IRS dependents, immediate family members [children, spouse, parents, sibling] and individuals residing in their same household, whether or not related) of Sponsor and each of their respective parents, affiliated, or subsidiary companies, advertising, promotion, production services, fulfillment agencies, legal advisors, web masters and web suppliers, if any, are not eligible to enter or win. The potential prizewinners of the GIVEAWAY may be required to show proof of residency.

3. HOW TO ENTER: No purchase necessary to enter or win. A purchase does not increase chances of winning. There is (1) way to enter this GIVEAWAY. **Method #1:** During the GIVEAWAY Period, fill out the entry form at originaltommys.com/football and complete the official entry form in its entirety and submit the form by accepting the legal terms and conditions. Please note: post office boxes will not be accepted as entrant's physical address. There is a limit of (1) entry per person. GIVEAWAY entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. If a dispute as to the identity of any entrant cannot be resolved to Sponsors' satisfaction, the entry will be deemed ineligible.

All entries become the exclusive property of Sponsor and will not be acknowledged or returned. As permitted by law, each entrant agrees that personal information collected in connection with this GIVEAWAY may be shared with the Promotion Entities and Sponsors' other promotional partners to contact you regarding promotional updates; information; messages; and for other reasons via electronic and/or ordinary mail and, will be used by Sponsors and such promotional partners in compliance with their respective privacy practices. Entry must be made by the entrant, only in the manners as set forth herein. All other methods of entry are considered void.

4. DRAWINGS AND WINNER NOTIFICATION: GIVEAWAY PRIZE PACKAGE: A total of one (1) prizewinner will be randomly selected for the GIVEAWAY prize. The potential prizewinner of the GIVEAWAY will be selected in a random drawing from all eligible entries received during the GIVEAWAY Period on or about November 18, 2022 after 5:01 PM. The potential prizewinner will be notified by telephone and/or email on or about November 18, 2022, using the contact information provided at the time of entry. If a selected prizewinner cannot be reached by telephone and/or e-mail, or does not respond within one (1) hour of the initial attempt to notify such potential prizewinner, the prize package may be forfeited and an alternate prizewinner may be selected in a random drawing from the remaining eligible entries. Sponsor shall have no liability for any prizewinner notification that is lost, intercepted, or not received by a potential prizewinner for any reason. If the selected prizewinner cannot be reached in the timeframe specified above, Sponsor will attempt to contact up to two (2) potential prizewinners in accordance with the above procedure, after which, the prize package may go unawarded if it remains unclaimed. If any potential prizewinner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to

award, such potential prizewinner will be disqualified and an alternate prizewinner may be selected.

5. PRIZE/APPROXIMATE RETAIL VALUE /ODDS:

Two (2) tickets to the USC UCLA Football Game at the Rose Bowl for November 19, 2022 + Two (2) meal certificates to Original Tommy's will be awarded. One prizewinner will be selected. The approximate retail value ("ARV") for each Prize Package is Five-Hundred Dollars (\$500). Winner will need to download an app and the tickets will be sent electronically.

A prizewinner's companion must be eighteen (18) years of age or older, or if such companion is under the age of eighteen (18), the prizewinner must be such companion's parent or legal guardian or the companion have the permission of such companion's parent or legal guardian, with such permission in a form and substance acceptable to Sponsor in its sole discretion.

Odds of winning depend upon the actual number of eligible entries received during the GIVEAWAY Period.

6. GENERAL PRIZE RESTRICTIONS: All minors (as defined below) must be accompanied, at all times, by an adult. The potential prizewinners are subject to verification. If lost, the GIVEAWAY Prize Package or any portion thereof awarded will not be replaced. The GIVEAWAY Prize Package will not be substituted, except at Sponsors' sole discretion due to prize unavailability and then only for a prize of equal or greater value. The GIVEAWAY Prizewinners are solely responsible for the reporting and payment of any federal, state and/or local taxes on the Prize Package. If any potential prizewinner declines the GIVEAWAY Prize Package, is found to be ineligible, or fails to comply with these Official Rules, such potential prizewinner will be disqualified and will forfeit the Prize Package he or she otherwise might have received. In the event a prizewinner or his or her guest engage in behavior that (as determined by Sponsors in their sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten any other person, Sponsors reserve the right to terminate the applicable

event early, in whole or in part with no further compensation. Upon verification of entrant's win and compliance with these Official Rules, delivery of the Prize Package will be coordinated by a representative of Sponsors and the prizewinners will receive notification with details on how to claim his or her Prize Package. All details and other restrictions of Prize Package not specified in these Official Rules will be determined by Sponsors in their sole discretion.

7. GENERAL PRIZE CONDITIONS: Eligibility, age and all claims made by prizewinners are subject to verification. Sponsors and their agents are not responsible for fraudulent communications including without limitation phone calls, mail, and e-mails made or sent to entrants. Prizewinners may be required to execute an Affidavit of Eligibility, a Liability Release and where imposing such condition is legal, a Publicity Release ("Prize Claim Documents"). If a Prizewinner is not of legal age of majority in his or her state of residence (a "Minor") at Sponsors' option, the applicable Prize Package either will be awarded in the name of the parent or legal guardian of the prizewinner, or the parent or legal guardian of the prizewinner will be required to ratify and sign Prize Claim Documents. The Prize Claim Documents must be returned within the time frame indicated on the documents. If a potential prizewinner (or, in the case of a Minor, such Minor prizewinner's parent or legal guardian) fails to return such documents within the prescribed time, or if a potential prizewinner is found to be ineligible, or if he/she does not comply with these Official Rules, then the potential prizewinner will be disqualified and an alternate prizewinner for the GIVEAWAY Prize Package may be selected from the remaining eligible entries. All applicable U.S., Federal, state, and local taxes, duties, or other taxes or fees are the sole responsibility of the prizewinners, who may be issued a 1099 IRS tax form for the ARV of any awarded Prize Package.. Acceptance of the Prize Package constitutes permission for the Sponsors and their agents to use said prizewinners' name, photograph, likeness, statements, biographical information, voice, and city and state address for all purposes and in all forms of media, in perpetuity, without further notice or compensation.

Depiction of the Prize Package or any portion thereof in any advertising, promotional materials, or on the GIVEAWAY Website (if any) may not reflect the actual Prize Package delivered to the prizewinners. Sponsors or their agents shall not be responsible for delays in delivery of any Prize Package once it has been shipped by Sponsors or their agent. Prizewinners shall bear all risk of loss or damage to the Prize Package or any portion thereof after it has been delivered to the prizewinners. Prizewinners cannot assign or transfer the Prize Package or any portion thereof to another person or entity and is not entitled to cash in place of any Prize Package or portion thereof. The Prize Package and any portion thereof is subject to availability and Sponsors in their sole discretion may substitute cash or a different prize of approximately equal or greater retail value except where prohibited by law. No transfer, substitution, or cash equivalent for prizes allowed except at Sponsors' sole discretion due to prize unavailability and then only for a prize of equal or greater value.

8. CONDITIONS OF PARTICIPATION: This GIVEAWAY is subject to all applicable federal, state, and local laws. By entering the GIVEAWAY, each entrant hereby: (a)

agrees that the Promotion entities and each of their respective parent, subsidiaries and affiliated companies, advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this GIVEAWAY or any GIVEAWAY-related activity, or for any typographical or other error in the printing, offering or announcement of any prize; (b) releases the Promotion Entities, their parent companies, subsidiaries, distributors, affiliates, advertising and promotion partners, fulfillment and/or judging agencies, retailers, franchises, agents and their estate and/or family members from all liability, claims, action, or proceedings relating to this GIVEAWAY and from injuries or damages arising in connection with or relating to participation in this GIVEAWAY, or use or misuse of the Prize Package or any portion thereof; and (c) waives any right to claim ambiguity in the GIVEAWAY or these Official Rules. Sponsors reserve the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the GIVEAWAY, to void suspect entries and/or cancel, terminate or suspend any portion of this GIVEAWAY should a virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsors corrupt or impair the administration, security, fairness or proper play of the GIVEAWAY and, in any such event, at its discretion, select prizewinner(s) from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension. This GIVEAWAY may not be used for any form of gambling.

9. IMPORTANT: PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY. By entering the GIVEAWAY, each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the GIVEAWAY, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the GIVEAWAY, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental

or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities, and each of their agencies, web masters/suppliers, contractors and vendors are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsors, or otherwise, that may limit an entrant's ability to participate in the GIVEAWAY; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this GIVEAWAY and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or

hacking; (iii) any injury or damage resulting from participation in the GIVEAWAY and/or the use and/or misuse of any prize package or portion thereof (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy); or (iv) the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Sponsors and Promotion Entities assume no responsibility for any errors or failures that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsors reserve the right, in their sole discretion, to disqualify any entrant it finds to be tampering with the Submission process or operation of the GIVEAWAY or to be acting in an unsportslike or disruptive manner, or with intent to threaten, abuse or harass any other person. If, for any reason, this GIVEAWAY is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of the Sponsors, corrupt or affect the administration, security, fairness, integrity or proper conduct of this GIVEAWAY, Sponsors reserve the right, in their sole discretion, to cancel, terminate, modify or suspend this GIVEAWAY and determine prizewinners from all eligible entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsors.

10. GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE

RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSORS IN CONNECTION WITH THE GIVEAWAY OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE GIVEAWAY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA 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. 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 OFFICIAL 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.

IN NO EVENT WILL SPONSORS, PROMOTION ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, **ALL PRIZES AND EVERYTHING IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

11. COPY OF OFFICIAL RULES/WINNERS LIST: To obtain a copy of the Official Rules or any legally required Winners' List, send a self-addressed, stamped envelope to:

Original Tommy's

"ORIGINAL TOMMY'S TICKETS TO USC UCLA FOOTBALL GAME NOV 2022"

831 E. Huntington Drive

Suite 202

Monrovia, CA 91016

Attn: ORIGINAL TOMMY'S TICKETS TO USC UCLA FOOTBALL GAME NOV 2022

All requests must be received no later than November 20, 2022.