

OFFICIAL RULES

Cracker Barrel Old Country Store® The Joy of Christmas Contest

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: The Cracker Barrel Old Country Store® The Joy of Christmas Contest (“Contest”) begins on October 26, 2018 at 12:00 a.m. Central Time (“CT”) and ends on November 11, 2018 at 11:59 p.m. CT (“Contest Period”). The time shall be determined by Sponsor’s timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Contest.

The Contest is open to legal residents of the US and DC, who are at least 18 years old and the age of majority in their jurisdiction of residence as of the contiguous 48 United States and D.C. as of date of entry. Void where prohibited. Employees of Cracker Barrel Old Country Store, Inc. (“Sponsor”) and its parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Contest (collectively, the “Sponsor Affiliates”), and employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or those living in the same household) of Sponsor or any Sponsor Affiliates are not eligible to participate in the Contest. Contest is subject to all applicable federal, state, and local laws.

TO ENTER: You may submit an entry for this Contest between October 26, 2018 at 12:00 a.m. CT and November 11, 2018 at 11:59 p.m. CT (the “Entry Period”).

To enter the Contest, complete the following steps during the Entry Period to submit your entry (“Entry”).

1. Create one (1) original video that highlights a family that you wish had more cheer during the holiday season and explains why (the “Video”).

Please note:

- i. The Video must be an .mp4 file, less than 100MB, filmed horizontally, and content should be no more than two (2) minutes in duration;
 - ii. Ensure that your entry does not contain any background music or third-party trademarks, artwork, or logos.
2. Upload the Video to www.crackerbarrel.com/joyofchristmas (the “Site”) with a short, written paragraph (no more than 500 words) describing the highlighted family’s particular story and background:

Limit one (1) Entry per person/household under this Contest.

Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. In the event of a dispute over who submitted an Entry, the Entry will be deemed to have been directly submitted by the authorized account holder of the email address provided with the Entry. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. By entering and/or participating, entrants agree to be bound by these Official Rules, as well as Sponsor’s Terms of Use and Privacy Policy as set forth on the Site.

REQUIRED REPRESENTATIONS AND WARRANTIES: You must meet all of the following as applicable to your Entry. Failure to do so may result in your disqualification.

By entering, you represent and warrant with regard to your Entry:

- (i) It is your own original work or you must have all the rights necessary to post or re-post the content (including the Video). **The Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.**
- (ii) You have the express written consent of any identifiable persons appearing or referenced in your Entry to their Persona (as defined below) being used in the ways set out in these Official Rules, including Sponsor's right to use your Entry for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Sponsor in the form identified by Sponsor. If any person appearing in any Entry is under the age of majority in their jurisdiction of residence, the written consent and signature of a parent or legal guardian is required.
- (iii) **The Entry does not reference any names, products or services of any company or entity or any third-party trademarks, logos, copyrights, trade dress or promotion of any brand, product, or service; provided, your Entry may reference Sponsor and/or its products or services.**
- (iv) Your Entry is appropriate for public viewing. Without limiting the foregoing, your Entry is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contain content which Sponsor in its sole discretion decides is inappropriate or objectionable. Your Entry must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

Sponsor reserves the right in its sole discretion to not consider any Entry for the Contest if it believes the Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. You agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder. By entering, you warrant that your Entry or entries comply with the requirements set out above including those at (i)-(iv) above. **By entering, you will and hereby do grant to Sponsor a perpetual, irrevocable, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry (in whole or in part) and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission.** Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor.

By submitting your Entry you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry (all attributes, collectively, per person, a "Persona"), including the Video, for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

WINNER SELECTION: At the close of the Contest Period, five (5) potential winners of the Contest from among all eligible Entries will be selected by a panel of qualified judges chosen by Sponsor in its discretion (“Judging Panel”). The Judging Panel will select the potential winners by judging all eligible Entries based on the following criteria (“Judging Criteria”): (a) Presentation (25%); (b) Connection with Sponsor’s brand (25%); (c) Quality of the Entry (25%); and (d) the story or need described in the Entry.

The Judging Panel may review multiple entries that submit similar entries; in such a case, the judges may consider the timing of such entries in making its decision but will not be bound to designate as a potential winner the first submission of such similar entries. The selected winners are subject to verification of eligibility and compliance with these Official Rules.

PRIZES: Upon verification of eligibility and compliance with these Official Rules, the five (5) selected winners of the Contest will each receive a trip for up to five (5) people to Nashville, TN from November 30, 2018 and December 2, 2018 (“Travel Dates”), consisting of the following (collectively, the “Trip Prize”):

- (i) round trip coach class airfare for winner and up to four (4) travel companions to Nashville, TN from a major airport near winner’s residence and approved by Sponsor;
- (ii) three (3) days / two (2) nights, standard (double occupancy) hotel accommodations near Nashville, TN approved by Sponsor (two total hotel rooms); and
- (iii) up to five (5) tickets to Martina McBride’s show with the Nashville Symphony on Friday, November 30, 2018 at the Schermerhorn Symphony Center in Nashville, TN that includes the following: a preshow dinner catered by Cracker Barrel Old Country Store, a meet and greet with Martina McBride, one \$1,000 Visa gift card, and a custom Cracker Barrel Old Country Store® gift basket.

If a potential winner and each of his/her travel companions are not able to travel on Travel Dates, the potential winner forfeits the Trip Prize in its entirety and no other consideration will be provided. In such case, an alternate winner for the Trip Prize will be selected by the Judging Panel from the remaining eligible Entries. While in Tennessee the winner and travel companions must follow directions provided by the Sponsor and act in an appropriate manner at all times. If the winner or any travel companion acts inappropriately during the trip, the trip may be immediately terminated by the Sponsor with no other consideration being provided.

Approximate Retail Value of each Trip Prize: \$4,785. Actual value of any Trip Prize may vary based on the number of travel companions, airfare fluctuations and distance between departure and destination. Winner will not receive the difference between actual value and ARV. Sponsor will determine hotel, airline, and flight itinerary in its sole discretion. If winner lives within 150 miles of Nashville, TX, ground transportation may be provided in lieu of airline flight in Sponsor’s sole discretion. No refund or compensation will be made by Sponsor in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor chosen airline carrier, as detailed in the passenger ticket contracts. All expenses and incidental travel costs not expressly stated in the Trip Prize description above, including, but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the Winner. Travel package does not include transportation to or from the location of air travel departure, gratuities, bar, and beverage charges or items of a personal nature. If winner’s travel companions are under the legal age of majority in his/her jurisdiction of residence, the winner must be the travel companion’s parent/legal guardian. Travel companions must travel on same itinerary and at the same time as the winner. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and

limitations may apply. Winner and travel companions are solely responsible for their own conduct while accepting the Trip Prize and agree to comply with all applicable laws and regulations pertaining to use and enjoyment of the prize. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). The Trip Prize will be awarded only if the potential winner fully complies with these Official Rules.

All prizes are awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Contest or any prize. No issuer of any offered prize is sponsoring this Contest. Prizes are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Sponsor will determine all prize details in its sole discretion.

NOTIFICATION: Potential winners will be notified via email or telephone, as determined by Sponsor, on or about November 14, 2018. The potential winner(s) must respond to Sponsor's notification and provide all requested information within forty-eight (48) hours of the first contact or attempted contact from Sponsor or the potential prize may be forfeited. To claim any prize, Sponsor may require winner(s) to complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents, which may require a social All required documents must be completed and returned to Sponsor within two (2) days of the date and time listed on the documents. If a potential winner cannot be contacted, is disqualified, fails to timely execute and return any required forms, an alternate winner may be selected by the Judging Panel from among the remaining eligible Entries.

PUBLICITY & MARKETING: Submission of an Entry in the Contest constitutes permission to including your information in Sponsor's marketing database(s). You may opt-out of receiving marketing communications as set forth in Sponsor's Privacy Policy (located at www.CrackerBarrel.com) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails). You understand that you are providing your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor's Privacy Policy.

NO LIABILITY & INDEMNIFICATION: By entering this Contest, you agree to release, discharge and hold harmless Sponsor and Sponsor Affiliates, and their respective directors, officers, employees, agents and assigns (collectively, the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Contest or any Contest-related activities (including, without limitation, travel) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Contest; any non-compliance by you with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Contest; acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest.

If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.

OTHER TERMS: Decisions of Sponsor on all matters related to the Contest are final and binding. Sponsor reserves the right to cancel or modify the Contest for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

DISPUTES: Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Tennessee or the appropriate Tennessee State Court located in Wilson County, Tennessee; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

OFFICIAL RULES: For a copy of the Official Rules, see <https://www.crackerbarrel.com> or send a self-addressed, stamped envelope by November 11, 2018, to: "Joy of Christmas" Contest Official Rules, c/o Cracker Barrel Old Country Store, Inc., 305 Hartmann Dr., Lebanon, TN 37087.

WINNERS ANNOUNCEMENT: For a list of winners, send a self-addressed stamped envelope with your request to: "Joy of Christmas" Contest Winners List, c/o Cracker Barrel Old Country Store, Inc., 305 Hartmann Dr., Lebanon, TN 37087. Request must be received by December 31, 2018.

SPONSOR: Cracker Barrel Old Country Store, Inc., 305 Hartmann Drive, Lebanon, TN 37088.