CULVER'S CAR GIVEAWAY

OFFICIAL RULES

1. **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

2. BINDING AGREEMENT: These Official Rules and Terms and Conditions (the "**Official Rules**") govern the Culver's Car Giveaway (the "**Sweepstakes**"). By entering the Sweepstakes by any method, each entrant ("**you**" or "**entrant**") fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Entry is not valid, and Sponsor may reject or disqualify any entry, unless the entrant agrees to these Official Rules. Agreement to these Official Rules is a condition of participation.

3. SPONSOR: The Sweepstakes is sponsored and administered solely by Stormwatch Manhattan, LLC, a Kansas limited liability company that operates a Culver's franchised restaurant, located at 529 McCall Rd, Manhattan, Kansas 66502 ("**Sponsor**"), and is not affiliated with Culver Franchising System, LLC. Sponsor administers the Sweepstakes itself. Briggs Auto Group, Inc., a Kansas corporation, located at 2312 Stagg Hill Rd Suite B, Manhattan, KS 66502 (the "**Dealership**"), hosts the online entry website and collects and manages entrant information as described in Section 9. Sponsor, Dealership, and each of their respective parent companies, franchisor, affiliates, subsidiaries, and advertising and promotion agencies are collectively the "**Promotion Parties**."

4. ELIGIBILITY: The Sweepstakes is open only to legal residents of the State of Kansas who are 18 years of age or older as of October 31, 2026. Employees, officers, directors, and agents of the Promotion Parties, and the members of their immediate family (spouse, parent, child, sibling, and their respective spouses, regardless of where they live) and persons living in the same household (whether related or not) of each such employee, officer, director, or agent, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void outside the State of Kansas and where prohibited or restricted by law.

5. PROMOTION PERIOD: The Sweepstakes begins on October 31, 2026, and ends at 11:59 p.m. Central Time on September 30, 2027 (the "**Promotion Period**"). Entries submitted by the purchase method must be completed, and mail-in entries must be received, during the Promotion Period. Sponsor's computer and records are the official timekeeping devices for the Sweepstakes.

6. HOW TO ENTER: There are two ways to enter, and entrants receive one (1) entry per valid submission under either method. Limit: one (1) entry per person per calendar day during the Promotion Period, regardless of method of entry. This one-entry-per-day limit applies equally to the Purchase Method and the Free Alternative Method of Entry; entries submitted by either method count toward the same daily limit, and no entrant may receive more than one (1) entry on any calendar day by any method or combination of methods. Entries submitted by the

free method of entry have the same chance of winning as, and are treated with equal dignity to, entries submitted by the purchase method. (a) **Purchase Method.** Make a qualifying purchase at a participating Culver's restaurant during the Promotion Period, download the Culver's mobile application, and complete the survey identified on your receipt. On completing the survey you will receive a QR code that directs you to the entry website hosted by the Dealership. Complete and submit the entry form on that website, including the requested contact information, during the Promotion Period. (b) **Free Alternative Method of Entry (No Purchase Necessary).** To enter without making a purchase, downloading the application, or completing the survey, hand print on a plain 3" x 5" piece of paper your full name, complete street address (no P.O. boxes), city, state, ZIP code, daytime telephone number, and date of birth, and mail it in a separate, hand-addressed, stamped envelope to: Culver's Car Giveaway — AMOE, c/o Stormwatch Manhattan, LLC, 529 McCall Rd, Manhattan, Kansas 66502. Each mail-in entry must be mailed separately. No mechanically reproduced or photocopied entries will be accepted. Mail-in entries must be received by September 30, 2027. Entries submitted by the free method of entry have the same chance of winning as, and are treated with equal dignity to, entries submitted by the purchase method. Postage is the entrant's responsibility and is not consideration.

7. PARTICIPANT OBLIGATIONS AND CONDUCT: Each entrant represents and warrants that all information the entrant submits is true, accurate, current, and complete, and that the entrant is eligible to participate. Entries generated by script, macro, bot, or other automated means, and entries that are incomplete, illegible, forged, altered, or that otherwise do not comply with these Official Rules, are void. Entrant may not enter using multiple identities, email addresses, or addresses, or otherwise tamper with the entry process or the operation of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any entrant who violates these Official Rules, tampers with the entry process, or acts in a disruptive or unsportsmanlike manner. All entries become the property of Sponsor and will not be acknowledged or returned.

8. DRAWING, ODDS, AND WINNER NOTIFICATION: One (1) potential winner will be selected in a random drawing conducted on or about October 15, 2027 by Sponsor from among all eligible entries received across both methods of entry. The odds of winning depend on the total number of eligible entries received. The potential winner will be notified by mail and/or telephone and/or email using the contact information provided. The potential winner must sign and return an Affidavit of Eligibility, Liability Release, and (where permitted by law) Publicity Release, and any required tax documentation (including an IRS Form W-9), within fourteen (14) days of the date notice is sent, or such other date set by Sponsor. If the potential winner cannot be contacted, fails to respond or return the required documents within the required time, is found to be ineligible, declines the prize, or otherwise fails to comply with these Official Rules, the prize will be forfeited and Sponsor may, in its sole discretion, select an alternate winner by random drawing from among the remaining eligible entries.

9. DATA COLLECTION AND PRIVACY: To enter, entrants submit personal contact information (including name, mailing address, telephone number, email address, and date of birth) through the Dealership's entry website or, for mail-in entries, by mail. **The Dealership collects, stores, and manages entrant information, and entrants who enter by any method will be added to the Dealership's marketing mailing list and may receive marketing communications from the Dealership.** By entering, each entrant consents to the collection, use,

storage, and sharing of the entrant's personal information by the Promotion Parties for purposes of administering the Sweepstakes and, as to the Dealership, for the Dealership's marketing purposes. By providing an email address, each entrant consents to receive commercial email from the Dealership, which will include a means to unsubscribe; by providing a telephone number and separately opting in where indicated, each entrant consents to receive marketing calls or text messages at that number, consistent with applicable law. Entrants may opt out of marketing communications at any time by following the unsubscribe or opt-out instructions in those communications. Entrant information is handled in accordance with the Dealership's and Sponsor's respective privacy policies. Providing information for marketing purposes is not required to enter or win, and a decision not to receive marketing communications will not affect an entrant's chance of winning.

10. PRIZE: One (1) grand prize consisting of one (1) motor vehicle, model year 2027 or 2028, which may be new, a dealer demonstrator, or used, as selected by Sponsor in its sole discretion (the "**Prize**"). Approximate Retail Value ("**ARV**") of the Prize: $30,000.00. The actual value of the Prize may vary; any difference between the stated ARV and the actual value will not be awarded. The Prize consists of only the vehicle specifically awarded and does not include taxes, title, registration, licensing, insurance, options, dealer add-ons, fuel, maintenance, or any other cost, all of which are the sole responsibility of the winner. Limit one (1) Prize per person and per household. The Prize is not transferable and no substitution, assignment, or cash redemption of the Prize is permitted by the winner. Sponsor reserves the right, in its sole discretion, to substitute a prize (or any portion of a prize) of equal or greater value if the advertised Prize becomes unavailable for any reason. All taxes and other costs and expenses associated with the acceptance, ownership, and use of the Prize, including all federal, state, and local income taxes, are the sole responsibility of the winner. The Prize will be awarded provided a sufficient number of eligible entries are received and a winner is validated.

11. INTELLECTUAL PROPERTY; PUBLICITY RELEASE: As between the entrant and the Promotion Parties, all intellectual property associated with the Sweepstakes, including the names, logos, trademarks, and service marks of the Promotion Parties, is and remains the exclusive property of the respective Promotion Parties, and no right or license to use any such intellectual property is granted by participation in the Sweepstakes. To the extent an entrant submits any content, comments, survey responses, or other materials in connection with the Sweepstakes, the entrant grants the Promotion Parties a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify, publish, and display such materials for any lawful purpose, without further compensation, notice, or approval, except where prohibited by law. Except where prohibited by law, acceptance of the Prize constitutes the winner's consent to the Promotion Parties' use of the winner's name, city and state of residence, photograph, voice, likeness, and biographical information for advertising, promotional, and publicity purposes in any media, worldwide, without further compensation, notice, or approval.

12. RELEASE AND LIMITATION OF LIABILITY: By entering, each entrant agrees to release, indemnify, defend, and hold harmless the Promotion Parties and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages (including direct, indirect, incidental, consequential, punitive, and exemplary damages), injuries (including personal injury and death), and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to the entrant's participation in

the Sweepstakes; the entry process; the collection, use, or sharing of entrant information; or the acceptance, possession, receipt, use, or misuse of the Prize (including any travel or activity related thereto). Without limiting the foregoing, the Promotion Parties are not responsible for: (a) lost, late, incomplete, illegible, misdirected, damaged, stolen, or postage-due entries or prize notifications; (b) any error, omission, interruption, deletion, defect, or delay in any website, transmission, or communication, including the Dealership's entry website; (c) any technical, hardware, software, telephone, network, or Internet malfunction; or (d) any typographical or other error in these Official Rules, in any Sweepstakes-related advertising, or in the administration of the Sweepstakes or the announcement of the Prize. The Prize is awarded "AS IS" and without any warranty of any kind, express or implied (including any implied warranty of merchantability or fitness for a particular purpose), by the Promotion Parties; any manufacturer warranty that accompanies the vehicle, if any, is the winner's sole remedy with respect to the Prize. Nothing in this Section excludes or limits any liability that cannot be excluded or limited under applicable law, and the releases, limitations, and indemnities in this Section apply only to the fullest extent permitted by law.

13. SPONSOR'S RIGHT TO MODIFY, SUSPEND, OR CANCEL: Sponsor reserves the right, in its sole discretion, to modify, suspend, extend, shorten, or cancel the Sweepstakes, in whole or in part, at any time and for any reason, including if any fraud, virus, technical failure, insufficient number of eligible entries, or other cause beyond Sponsor's reasonable control corrupts or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, or if the Sweepstakes cannot be conducted as planned for any legal or regulatory reason. If the Sweepstakes is terminated before the stated end date, Sponsor may, in its sole discretion, select the winner from among all eligible, non-suspect entries received before the action giving rise to the termination.

14. DISPUTE RESOLUTION; GOVERNING LAW; ARBITRATION; CLASS ACTION WAIVER: Except where prohibited by law, each entrant agrees that: (a) all matters, claims, and disputes arising out of or relating to the Sweepstakes or these Official Rules are governed by, and construed in accordance with, the laws of the State of Kansas, without giving effect to any conflict-of-laws rules; (b) any and all claims, judgments, and awards are limited to actual out-of-pocket costs incurred, including costs associated with entering, but in no event attorneys' fees; and (c) under no circumstances will an entrant be permitted to obtain any award for, and each entrant waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than actual out-of-pocket expenses. Any dispute that cannot be resolved between the parties shall be resolved exclusively by final and binding individual arbitration administered by the American Arbitration Association under its applicable rules, seated in Manhattan, Kansas, rather than in court, except that either party may bring a qualifying claim in small-claims court. EACH ENTRANT AND SPONSOR WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceeding. To the extent any claim proceeds in court notwithstanding this provision, the entrant and Sponsor consent to the exclusive jurisdiction and venue of the state courts located in Manhattan, Kansas, and the United States District Court for the District of Kansas.

15. GENERAL: These Official Rules constitute the entire agreement between the entrant and Sponsor relating to the Sweepstakes. If any provision of these Official Rules is held invalid or unenforceable, that provision will be severed and the remaining provisions will remain in full force and effect; provided that the class-action waiver in Section 14 is not severable, and if it is found unenforceable, the arbitration provision in Section 14 shall be void. Sponsor's failure to enforce any provision is not a waiver of that provision. All federal, state, and local laws and regulations apply.

16. WINNERS LIST: For the name of the prize winner, available after October 15, 2027, send a self-addressed, stamped #10 envelope to: Culver's Car Giveaway — Winner, c/o Stormwatch Manhattan, LLC, 529 McCall Rd, Manhattan, Kansas 66502.

17. SPONSOR: Stormwatch Manhattan, LLC, 529 McCall Rd, Manhattan, Kansas 66502.