

**RAISING CANE'S® LUCKY CUSTOMERS PROMOTION
FOR NEW RESTAURANT OPENINGS
OFFICIAL RULES
(Effective as of December 2019)**

No purchase necessary to enter or win in a Drawing. A purchase will not improve your chance of winning a Drawing.

1. **Sponsor:** Raising Cane's Restaurants, L.L.C., 6800 Bishop Road, Plano, Texas 75024 (the "Sponsor").
2. **Overview:** Each time Sponsor opens a new Raising Cane's restaurant, Sponsor may offer the Raising Cane's® Lucky Customers Promotion (the "Promotion") as part of the grand opening festivities. Each time Sponsor offers this Promotion, it will consist of a sweepstakes drawing (the "Drawing") and a t-shirt giveaway (the "T-Shirt Giveaway"). There is no guarantee that all new Raising Cane's Restaurant locations will offer this Promotion. The Promotion will only be offered at a new Raising Cane's Restaurant if it is announced in local media.
3. **Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia, excluding New York and Florida, who are at least thirteen (13) years old. Void where prohibited by law, and void to legal residents of New York and Florida. Employees of Raising Cane's Restaurants, L.L.C., Raising Cane's USA, L.L.C., Raising Cane's Franchising, L.L.C., their affiliated companies and advertising/promotion agencies, as well as immediate family members (spouse, parents, siblings, and children; whether biological, adopted, step or in-law) and household members (whether related or not) of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations. Eligible minors must have permission from a parent or legal guardian to participate in the Promotion, and a parent/legal guardian must be present to sign a liability/publicity release in order for an eligible minor to win a prize in the Drawing. Participation constitutes full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion.

4. Drawing Details:

- a. **Date:** The Drawing for any particular new Raising Cane's Restaurant location will occur on the Grand Opening date announced in the local media for that restaurant location (the "Grand Opening Date").
- b. **Time:** The entry period for the Drawing for each Promotion will begin at 8:30 a.m. local time and will end at 9:00 a.m. local time on the Grand Opening Date.

*In Nevada and Arizona, the entry period for the Drawing will begin at 7:00 a.m. local time and will end at 8:00 a.m.

**In California, the entry period for the Drawing will begin at 6:30 a.m. local time and will end at 7:30 a.m.

- c. **How to Enter:** To enter the Drawing, eligible entrants should arrive at the new Raising Cane's Location associated with that Promotion no earlier than 8:30 a.m. local time or 7:30 a.m. only in Nevada or Arizona, and 6:30 a.m. only in California on the Grand Opening Date. Entrants must complete an official entry form with their name and phone number, deposit it in the official entry box during the Drawing Entry Period and accept a hand stamp from Sponsor's designated representative to evidence timely entry into the drawing. Limit one entry per person. Entries become the property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, incomplete, illegible or damaged entries.
- d. **Winner Selection:** Once the Drawing Entry Period ends and no later than 10:00 am, Sponsor will conduct a random drawing to select twenty (20) entries to be the winners, subject to verification (the "Drawing Winners"). Drawing Winners' names will be announced as they are selected. Except in Georgia (and wherever else prohibited by law*), the potential Drawing Winners must be present when their name is announced and claim their prize at that time, or they will be disqualified and will forfeit their claim to the prize, and Sponsor may select an alternate Drawing Winner. Limit one Drawing prize per person and per household. Odds of winning depend on the number of eligible entries received.

*Only in Georgia (and anywhere else where required by law), if the announced Drawing Winner is not present at the Drawing, he/she will be notified by email. If email notification is returned as undeliverable, or if potential

Drawing Winner fails to respond as directed or within time directed in the notification email, that potential Drawing Winner will be disqualified and the prize will be forfeited.

- e. **Drawing Prize:** Twenty (20) Drawing prizes will be available for each Promotion's Drawing, and each Drawing prize consists of the following:
 - i. "Free Cane's for a Year," which will be awarded in the form of a Raising Cane's reward card good for up to fifty-two (52) free Raising Cane's BOX COMBO meals. The reward card may be used one time per week during the 365 days following the first use of the reward card, subject to these Official Rules and the reward card's standard terms and conditions printed on the back of the card. Approximate Retail Value ("ARV") is \$364.00.
 - ii. The opportunity to be one of the first twenty customers in the new Raising Cane's Restaurant location when it opens on the Grand Opening Date. This portion of the prize has no cash value.
 - iii. The total ARV of all Drawing prizes in a Promotion is \$7,280.00
 - f. **How to Claim Drawing Prize.** Drawing Winners must sign a Liability/Publicity Release, provided by Sponsor, at the new Raising Cane's Restaurant within one hour of their name being announced in the Drawing in order to claim their prize. Except in Georgia (and wherever else prohibited by law), if a potential Drawing Winner does not sign a Liability/Publicity Release within one (1) hour of announcement of Drawing Winner's name, the prize will be forfeited and Sponsor will have the option (in its sole discretion) to select an alternate winner. For potential Drawing Winners in Georgia (and elsewhere if required by law), if a potential Drawing Winner is not present at time of drawing, Sponsor will notify him/her by email at the email address provided on the entry form, and the potential winner will have five (5) days following date email notification is sent to return to the new Raising Cane's Restaurant location to sign the Liability/Publicity Release and receive their prize. Failure to respond as indicated will result in forfeiture of prize. Unclaimed prizes may not be awarded. Prize will be activated at time it is awarded and may be used by winner immediately for his/her first BOX COMBO meal.
5. **T-Shirt Giveaway Details:** On the Grand Opening Date at new Raising Cane's Restaurant locations that offer the Promotion, Sponsor will give a Raising Cane's t-shirt to customers with each purchase of a Combo meal, while supplies last (there will be 200 t-shirts available for each Promotion). T-shirts are given with each Combo Meal purchase and are not limited to one per customer (if a customer purchases three Combo Meals and three t-shirts are still available, that customer will get three t-shirts). Sizes are subject to availability. ARV per t-shirt is: \$10.00.
 6. **Prize/T-Shirt Acceptance:** No cash equivalent, transfer, or substitution of any prize or t-shirt (collectively referred to as a "Prize"), except by Sponsor who reserves the right, in its sole discretion, to substitute a Prize in whole or in part with one of comparable or greater value if featured Prize becomes unavailable. Winners are solely responsible for any taxes on their Prizes. If potential winner of a Drawing prize is a minor in his or her jurisdiction of residence, entrant's parent or legal guardian must sign the Liability/Publicity Release on minor's behalf before prize will be awarded. If potential minor winner's parent or legal guardian is unable or unwilling to sign the Liability/Publicity Release within the time frame specified for that process, then that potential winner may be disqualified and Sponsor may elect to award the Drawing prize to an alternate, in its sole discretion. Prizes are also subject to any terms and conditions of use as may be indicated thereon.
 7. **Publicity:** Except where prohibited by law, by participating in the Promotion and/or accepting a Prize, all participants and winners agree to the use by Sponsor, and those authorized by Sponsor, of such participant's name, likeness, photograph, voice, opinions, demographic profile, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

8. **Privacy:** Sponsor is committed to protecting privacy. To enter the drawing, entrants must complete an official entry form with entrant's name and phone number. Drawing Winners must sign a Liability/Publicity Release disclosing their name, address, phone number, date of birth, and parent/guardian's name (if winner is a minor). The information on the entry form will only be used for selecting Drawing winners and giving away prizes. Sponsor may retain any entry and winner's information for recordkeeping purposes, but the information will not be used for any other purposes, except as described in these Official Rules. Sponsor does not sell any personal information collected as part of this Promotion. Depending on your jurisdiction, applicable law may entitle you to certain consumer rights regarding the processing of your personal information. For more information about exercising your rights and our data collection and processing practices generally, please review our Privacy Policy at www.raisingcanes.com.
9. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify a Promotion, or any part of it, if any fraud, human error or any other factor impairs the integrity of a Promotion or reflects poorly upon Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify any individual it finds to be interfering with the operation of a Promotion or to be acting in violation of the Official Rules or an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.
10. **Release of Liability:** By participating in this Promotion and/or accepting a Prize, participants and Prize winners agree to release and hold harmless Raising Cane's Restaurants, L.L.C., Raising Cane's USA, L.L.C., Raising Cane's Franchising, L.L.C. and its licensees, and all of their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/promotion agencies and each of their respective affiliated companies and all of their officers, directors, employees, representatives, contractors and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in a Promotion or acceptance, possession, use or misuse of any Prize.
11. **Limitations of Liability:** Released Parties are not responsible for: (1) lost, stolen or damaged property or Prizes; (2) unauthorized human intervention in any part of the entry process or conducting a Promotion; (3) human error that may occur in the administration of a Promotion; or (4) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from participation in a Promotion or receipt or use or misuse of a Prize.

RELEASED PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) THESE OFFICIAL RULES; (II) A PROMOTION; (III) ANY FAILURE, DELAY OR DECISION BY SPONSOR IN ADMINISTERING A PROMOTION; (IV) ANY BREACH OF SECURITY BEYOND SPONSOR'S REASONABLE CONTROL; OR (V) ANY OFFER, REPRESENTATION, STATEMENT, OR CLAIM ABOUT A PROMOTION MADE BY RELEASED PARTIES OR ANY OTHER PERSON OR ENTITY.

The foregoing limitations of liability apply whether the alleged liability is based on contract, negligence, tort, strict liability or other basis, even if Released Parties or their representatives have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies.

IN NO EVENT WILL RELEASED PARTIES' MAXIMUM COMBINED AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE WHATSOEVER IN ANY CALENDAR YEAR ARISING OUT OF OR IN CONNECTION WITH ANY OF THE MATTERS DESCRIBED ABOVE EXCEED THE ARV OF THE PRIZE.

12. **Dispute Resolution/Choice of Law:** Except where prohibited by law, participation in this Promotion constitutes agreement that (1) any and all disputes and causes of action arising out of or connected with this Promotion or Prize awarded, will be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the new restaurant location where the Promotion was held; (2) the Federal Arbitration Act will govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will a participant be permitted to obtain awards for, and each participant hereby waives all rights to claim,

punitive, incidental or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in a Promotion), and each participant further waives all rights to have damages multiplied or increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of a participant and Sponsor in connection with a Promotion, will be governed by, and construed in accordance with, the substantive laws of the State of Texas.

13. **Winners List:** For a list of major (ARV \$25 or more) Prize winners, mail a self-addressed stamped envelope to Raising Cane's Lucky Customers Promotion, Winner's List, 6800 Bishop Road, Plano, TX 75024, for receipt no later than 30 days following the end of a Promotion. Please indicate the address of the new restaurant location that hosted the Promotion.