

#YourCallBirdcall Golden Ticket Giveaway

SWEEPSTAKES OFFICIAL RULES AND REGULATIONS

Overview: No purchase necessary. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. Open to residents of Arizona, Colorado and Texas. Must be 18 years of age or older. All federal, state, and local regulations apply.

1. **Sweepstakes Period.** The #YourCallBirdcall sweepstakes promotion (the “Sweepstakes”) begins at 9:00:00 am Central Time on January 20, 2024, and ends at 9:00:00 pm Central Time on January 27, 2024 (the “Entry Period”). Winners will be determined by Birdcall Holdings, LLC (“Sponsor”) following the end of the Sweepstakes Period. Sponsor’s computer is the official timekeeping device for the Sweepstakes.
2. **Eligibility.** The Sweepstakes is open to individuals who are (i) legal residents of Arizona, Colorado, or Texas and (ii) 18 years of age or older. An eligible individual who follows the guidelines set forth in these Official Rules and attempts to enter the Sweepstakes during the Entry Period is hereafter referred to as a participant (“Participant”). Employees, officers, contractors, and representatives of Sponsor as well as the immediate family and household members of such individuals are not eligible to be a Participant in the Sweepstakes. Also excluded from eligibility are any previous winners of a Birdcall Golden Ticket award (see “Prizes” for additional information). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and void where prohibited. Entry in the Sweepstakes constitutes Participant’s full and unconditional agreement to these Official Rules. Sponsor’s decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **Entry.** To enter, simply (1) go to your favorite Birdcall location, (2) snap a photo, and (3) post the image to Instagram, using #YourCallBirdcall in the caption and tag Birdcall at @eat.birdcall along with tagging one friend or other person who should be there with you. No purchase is required. Participants may receive one entry into the Sweepstakes for each post. There is no limit to the amount of entries per Participant- the more you post, the more chances to win! Your Entry must remain publicly posted through the duration of the Sweepstakes Period and Participants must comply with the Official Rules and Instagram’s terms of use, available at help.instagram.com. All information submitted via the Instagram platform is subject to Instagram’s privacy policy and Instagram’s Terms of Use, available at help.instagram.com.
4. **Entry Conditions.** Your Instagram account must be a public account and cannot be a shared, corporate or organization account. If your Entry meets the requirements described in these Official Rules, you will receive one Entry into the Sweepstakes drawing for a chance to win a prize in this Sweepstakes. A valid entry into this Sweepstakes is referred

to as an “Entry” in these Official Rules. Data charges may be incurred from your wireless carrier for submitting your Entry via a mobile device. This promotion is in no way sponsored, endorsed or administered by Instagram and Participants release Instagram from any and all liability arising from or related to this Sweepstakes.

5. **Random Drawing; Odds of Winning.** Winners will be selected randomly on each day of the Sweepstakes Period. Odds of winning depend on the total number of eligible Entries received. Each day, one (1) Golden Ticket will be awarded randomly to an eligible Participant. Eight (8) total Golden Tickets will be awarded as part of these Sweepstakes. See “Prizes” below for Golden Ticket Information. No more than the prize described in these Official Rules will be awarded.
6. **Prizes.** One Golden Ticket will be awarded each day of the contest, for a total of eight (8) prizes. The Prize for each day is a Golden Ticket, which will grant the winner free food for a year, subject to the terms herein. There is a unique promo code listed on the Golden Ticket. The promo code will allow the winner \$10 per week for the remainder of the 2024 calendar year, valid for any menu item in-store, at the one Birdcall location of their choosing from issue of the Golden Ticket. This offer is not valid through third-party delivery services. Any unused amounts do not rollover or accumulate. All prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Each day, Sponsor will randomly select a winner from the pool of eligible Participants.
7. **Winner Notifications.** The chosen potential winner will be notified at the end of the Sweepstakes Period. Prizes will be fulfilled approximately 1-3 weeks after the conclusion of the Sweepstakes and confirmation of all winners. Potential winners will be contacted via direct message to the Instagram account used to post the Entry. Potential winners will have twenty-four (24) hours from notification to respond and accept the Prize; if the potential winner does not timely respond or comply with additional requirements, an alternate potential winner will be chosen at random from the remaining pool of Participants.
8. **Personal Information.** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, captions, biographical information, hometown, and state for promotional purposes in any media, including but not limited to a listing of winners, without further payment or consideration. By entering the Sweepstakes, each Participant gives their express permission to be contacted by Sponsor for Sweepstakes purposes. Information collected through interactions with Sponsor and its services are subject to Sponsor’s privacy policy, located at www.eatbirdcall.com/privacy-policy.
9. **Disqualifications.** It is the Participant’s sole responsibility to ensure that they have complied in full with all conditions and requirements contained in these Official Rules. If

any potential winner is found to be ineligible, or if they have not complied with these Official Rules, or declines a prize for any reason prior to award, the potential winner will be disqualified, and the prize forfeited. Participants must not include any of the following in their Entries: (a) nudity, pornography, adult-oriented content, or any other explicit material; (b) materials relating to lotteries or gambling; (c) profanity, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious, or slanderous materials; (f) content that denigrates, disparages, or reflects negatively on Sponsor, their owners and employees; (g) tobacco, e-cigarettes, alcohol, or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives, or projectiles; (j) material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful or otherwise in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created. Any Entry that does not comply with the foregoing, as determined in the sole discretion of Sponsor, will be disqualified.

10. **Release.** By participating in the Sweepstakes and/or receipt of any prize, Participant agrees to release and hold harmless Sponsor and any promotional partners, each of their parent, subsidiary, affiliate, franchisees, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the “Released Parties”) from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.
11. **General Conditions.** Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures, human error or any other factor impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in violation of the Official Rules of this or any other promotion, or in a dishonest, unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. **Invalidity.** The invalidity or unenforceability of any provision of these Official 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. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.
13. **Governing Law and Disputes.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between Participant and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of Colorado, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. As a condition of entering this Sweepstakes, each Participant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Sweepstakes or any prizes awarded (each, a "Claim") shall be (i) resolved on an individual basis only and shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party and (ii) settled by binding arbitration in the City & County of Denver, Colorado before a single arbitrator appointed by JAMS in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim indirect, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses.

This promotion is sponsored only by Birdcall Holdings, LLC. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is completely released of all liability by each Participant in this Sweepstakes. Any questions, comments or complaints regarding this Sweepstakes must be directed to Sponsor and not to Instagram. All Birdcall Holdings, LLC trademarks, service marks, and copyrights are proprietary to Sponsor. All rights reserved.