

The BurgerFi Holiday Gift Card Sweepstakes

Official Rules

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

- SWEEPSTAKES PERIOD:** The BurgerFi Holiday Gift Card Sweepstakes (“Sweepstakes”) begins on November 27, 2019 at 11:59AM EDT and ends December 31, 2019 at 11:59PM EDT (“Sweepstakes Period”).
- SWEEPSTAKES ENTRY:** There are two ways to enter (each an "Entry"): **(A)** To enter, an individual (the “Entrant”) who is lawfully in possession of a \$25.00 BurgerFi Gift Card must obtain a Bonus Card from Sponsor, visit **BurgerFi.com/Holiday**, and complete an entry form with the required information during the Sweepstakes Period. One Bonus Card will be issued for each \$25.00 BurgerFi Gift Card purchased. By entering the form (referred herein as “Submission”), Entrant agrees that his or her Submission conforms to the Content Restrictions as defined below and that Sponsor, in its sole discretion, may disqualify Entrant from the Contest if Sponsor believes that the Submission fails to conform to the Content Restrictions. **(B) Via Mail In:** To enter by mail without receiving and registering a bonus card, hand print your full name, complete mailing address, birth date including day, month and year, email address, and telephone number (including area code) on a plain 3”x 5” piece of paper, and mail it in an envelope with proper postage affixed to: BURGERFI Holiday Sweepstakes, 105 US Highway 1 North Palm Beach, FL 33408. Enter as often as you wish by mail, but each entry must be mailed separately. All 3”x 5” mail entries must be received by January 7, 2020.

No photocopied, computer generated facsimiles, mechanically reproduced, or mass entries permitted. All mail-in entries must be handwritten and become the exclusive property of Sponsor; none will be acknowledged or returned. Proof of sending or submission will not be deemed proof of receipt by Sponsor. Incomplete, illegible or postage-due mail in entries will not be considered valid for entry into the Sweepstakes. The Sponsor, Administrator and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each such company’s officers, directors, employees, representatives, and agents (collectively, “Released Parties”) are not responsible for late, lost, stolen, incomplete, misdirected, undelivered, delayed, garbled, damaged or inaccurate, emails, mail or Entries, postage-due mail, or for telephonic, human or computer failures, problems or errors, interruptions in service due to system upgrades, repairs, modifications or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, jumbled, scrambled, delayed or misdirected transmissions, or network, typographical, printing, electronic, computer, mechanical or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors in connection with the administration of the Sweepstakes, Sweepstakes Data processing, the announcement of the prize, the processing of Entries, or in any other Sweepstakes-related materials; interrupted or unavailable network, server, ISP, cable, satellite or other connections; Internet traffic congestion or any technical problem, including, without limitation, any injury or damage to any person’s computer related to/resulting from Sweepstakes participation; typographical, printing or other errors or omissions in these Official Rules, in any Sweepstakes-related ads/materials; human-processing error; electronic equipment, computer hardware

or software failures; or inaccurate entry information, whether caused by equipment, programming, human error, or otherwise. Entries will not be judged, but must include the photo described above. Limit one (1) Entry per person, regardless of the method of entry. The Sponsor is not responsible for late, lost, incomplete, misdirected, unintelligible or lost Entries. Use of any robotic, automatic, programmed or similar entry methods or multiple account names will void all entries and result in disqualification.

3. ENTRY GUIDELINES: Entries cannot defame, misrepresent or contain disparaging remarks about BurgerFi ("Sponsor") or its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate. By entering, you acknowledge that your Entry may be posted on the Sponsor's Website, at Sponsor's sole discretion. Sponsor has no obligation to use or post any Entry you submit. Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose without additional compensation or right of approval. Entries that are not in accordance with the guidelines as stated herein will be ineligible. Any Entry that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication is ineligible. Incomplete, illegible, false, deceptive or garbled Entries are not eligible. In the event of an identity dispute, Entry will be considered made by the authorized account holder of the e-mail account from which the Entry is submitted at the time of entry. Winners may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail account associated with the winning Entry and/or an eligible Entrant. Any such Entrant will indemnify and hold harmless, Sponsor and its affiliates from any claims to the contrary. All Entries become the sole property of the Sponsor, and will not be acknowledged or returned. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, that it will not place Sponsor under any obligation other than as stated in these Official Rules, that Sponsor is free to publish or otherwise disclose the concept contained in the Entry on a non-confidential basis to anyone or otherwise use the concept without any additional compensation to you.

4. ELIGIBILITY: BURGERFI® Holiday Gift card Sweepstakes is open to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of BURGERFI International, LLC, BURGERFI Franchise locations, or any individuals retained by Sponsor for the promotion of this Contest, and any of their respective parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void where prohibited.

5. DRAWING: On or about January 15, 2020, four (4) Winners will be selected in a random drawing from among all eligible entries received. Odds of winning depend upon number of entries received. All drawings will be conducted by Allen & Gerritsen, Inc. ("Administrative") on behalf of Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes. Limit one (1) prize per person/email address/ account/household. Potential winners will be notified by Sponsor through the provided email address on file. Each potential winner will be required to provide his/her full name, valid email address, mailing address and birthdate within two (2) business days of the date notice is sent through email, in order to claim the prize. If a potential winner cannot be contacted, fails to provide any

of the requested information within the required time period, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain unawarded.

6. PRIZE DETAILS/APPROXIMATE RETAIL VALUES: Total Approximate Retail Value (\$4,750): (a) ONE (1) GRAND PRIZE: The Grand Prize Winner will receive one \$2,500 cash gift card (b) THREE (3) SECOND PLACE PRIZES: The three second place winners will each receive BurgerFi for a year (value up to \$750). This includes one (1) BurgerFi burger, one (1) regular fries, and one (1) Coca-Cola Freestyle beverage per week (for maximum of 52 meals). Expiration of the second prize BurgerFi for year expires one year from when a winner claims his or her prize. The winners will not receive the difference between the actual and approximate retail value of the prize. Sponsor and/or Administrator will not replace any lost, mutilated, or stolen prizes, tickets or passes. Prizes are not transferable or redeemable for cash and prize substitutions will not be allowed, except at the sole discretion of the Sponsor who reserves the right to substitute prizes of equal or greater value. Taxes, if any, on prize are the sole responsibility of winner. Unclaimed prizes will not be awarded. Limit one (1) prize per person/email address/account/household. Prizes are not redeemable for cash. Odds of winning depend upon the number of eligible Entries received.

Sponsors/promotional parties, will have no liability for winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. Potential Winner's must accept and sign affidavits within 48 hours, unless extra time is requested by potential winner and agreed to by all parties. If a potential winner cannot be contacted, or fails to respond within the required time, is ineligible, fails to claim the prize within 48 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations.

7. GENERAL: Winners will be contacted by email only, regardless of method of entry. You must check your valid email address to see if you have won, and then you must contact the Sponsor to accept your prize and execute any required affidavit or releases. Sponsor is not responsible for any change in participant's email or for other failure to receive notification. Failure to respond to email within 48 hours will result in forfeiture of prize, without compensation. Participation constitutes permission (except where prohibited by law) for Sponsor and its designees to use winner's name and likeness (including winner's guest) for purposes of advertising, promotion, and publicity without additional compensation, unless prohibited by law. Entrants agree to abide by these Official Rules and by the decisions of the Administrator. By accepting a prize, winners release and agree to hold harmless BurgerFi International LLC, Restaurant Development Group, LLC and Allen & Gerritsen, INC. (Sponsors and Administrator), their parent companies, and each of their respective affiliates, directors, employees, officers and agents, including without limitation, their advertising/promotion agencies, from any and all liability, injury, loss, or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or with respect to participation in any prize-related activity. Sponsor and its affiliated parties are not responsible for any incorrect or inaccurate information caused by the user or by any of

the equipment or programming associated with or utilized in this Sweepstakes; any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access of the Website; or downloading materials from or use of the Website. If, in the Administrator's opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, the Administrator reserves the right to disqualify suspect entries or modify the Sweepstakes in a manner deemed appropriate by the Administrator, at the Administrator's sole discretion. In such event, winners will be determined from eligible entries received prior to such determination, or as otherwise deemed fair and equitable by the Administrator. Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process.

8. WAIVER: By entering this Sweepstakes, participant waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter. Subject to applicable laws, Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUBJECT TO APPLICABLE LAWS, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

9. Publicity: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state (and or province), likeness, photo (including social media account profile photo), Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

10. Entrant's Personal Information: Information collected from Entrant is subject to Sponsor's Privacy Policy: <http://burgerfi.com/legal/>.

11. WINNERS' LIST: For a list of the winners, send a self-addressed, stamped envelope via US Postal Mail to: BURGERFI International LLC, 105 US Highway 1, North Palm Beach, FL, 33408 Attention: Digital Marketing. Request may be sent no later than January 15, 2020.

© 2019 BURGERFI International, LLC. BURGERFI and the BURGERFI logo are registered trademarks of Restaurant Development Group, LLC. All rights reserved.

Sponsor: BurgerFi International, LLC. 105 US Highway 1, North Palm Beach, FL, 33408