

Firehouse Restaurant Group, Inc.
“Customer Survey” Sweepstakes
Official Rules

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING. THE SWEEPSTAKES AND ALL ENTRIES ARE SUBJECT TO ALL FEDERAL AND STATE LAWS AND REGULATIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Firehouse Subs Customer Survey” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the fifty (50) United States of America (“USA”), including the District of Columbia (“D.C.”), including Puerto Rico and Canada and where this Sweepstakes is void), and shall only be construed and evaluated according to the laws of the USA and Canada (collectively; “Participating Countries”).

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by Firehouse Restaurant Group, Inc., 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258 (“Sponsor”) and administered by American Sweepstakes & Promotion Co. Inc., 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

Eligibility: The Sweepstakes is open to legal residents of the Participating Countries who are at least eighteen (18) years of age at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating, entrants (“Entrants”) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

TWO WAYS TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on January 1, 2023 and ends at 11:59:59 p.m. ET on December 31, 2023 (“Sweepstakes Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes. Two (2) methods of entry are as follows:

- 1) Entrants can participate in the Sweepstakes by completing a Sweepstakes registration form at the Sponsor's Sweepstakes website, www.firehouselistens.com (the "Website"). The Sweepstakes registration form will request an Entrant's full name, complete mailing address, phone number, and email address. Each completed Sweepstakes registration form will generate one (1) Sweepstakes entry. . All online entries must be received by 11:59:59 p.m. ET on December 31, 2023.
- 2) Mail-in: You may enter by hand-printing your name, address, day and night telephone numbers and age on a 3"x 5"card and mailing it in a standard business-size #10 envelope to Firehouse "Customer Survey" Sweepstakes PO Box 428, Macedon, NY 14502-0428. All mail-in entries must be postmarked by December 31, 2022 and received by January 5, 2024. The postmark date will serve as the date of entry.

By entering, Entrants warrant and represent that they agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all respects relating to this Sweepstakes. Proof of submission of an entry is not considered proof of delivery to or receipt by Sponsor. The Released Parties are not responsible for: (a) late, incomplete, delayed, postage-due or misdirected entries; (b) causes beyond Released Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (c) any entries submitted in a manner that is not expressly allowed under these Official Rules; (d) incorrect or inaccurate entry information; (e) any typographical or other error in the printing or advertising of this offer, in the administration or execution of the Sweepstakes, or in the announcement/notification of a Monthly Prize Winner (defined below); or (f) cheating or fraud by any Entrant. All incomplete or non-conforming entries will be disqualified. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes, or in any other manner consistent with Sponsor's Privacy Policy, available at <http://www.firehousesubs.com/PrivacyPolicy.aspx>.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus or bugs, (ii) tampering or unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the applicable Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation

of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, YouTube and Administrator (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of the Grand Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE

RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

DRAWING AND NOTIFICATION OF POTENTIAL WINNER: One (1) potential prize winner will be selected, from among all eligible entries received, for each Entry Period in random drawings by the Administrator, an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. Drawing will be conducted on or about the Prize Drawing Date set forth above (one prize winner per Entry Period). Odds of winning the Prize will depend on the total number of eligible entries received during the applicable Entry Period. Administrator will notify the potential prize winner via telephone, email and/or USPS mail, or other home delivery service of Sponsor's choice, and will provide details on how to claim the Prize. Potential prize winner may also be provided with and asked to sign and return a Waiver, Release and Covenant Not to Sue and/or additional documentation in order to claim Prize. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached or does not reply as instructed within two (2) calendar days from the first notification attempt, if a potential Winner fails to return requisite document within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner may be selected, in Sponsor's sole discretion, time permitting. Odds of winning a Prize will depend on the total number of eligible entries received DURING THE MONTH IN QUESTION. Note: Entries will not carry over into the subsequent months. All potential Prize Winners will be contacted by the Administrator via phone, email and/or a USPS mail package of prize confirmation.

PRIZES & PRIZE CONDITIONS: There will be twelve (12) available throughout the Sweepstakes Period. Each Prize Winner ("Winner"), upon the Administrator's verification of eligibility, will receive one (1) \$500 Prize Check ("Prize"). Total Prize Pool - \$6,000. NOTE: No substitution, assignment or transfer of Prize is permitted except by the Sponsor, which reserves the sole right to substitute the Prize with another of equal or greater value.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties

and those acting pursuant to the authority of Sponsor and the Released Parties, the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, pictures, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to their Prize.

Should a selected Winner be a **Canadian citizen**, the selected Entrant must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by mail or telephone. If a selected Entrant fails to correctly answer the question, he/she will be disqualified and another Entrant will be randomly selected. The potential Winner who correctly answers the skill-testing question will be notified by telephone and/or mail and/or email at the Sponsors' discretion using the contact information provided at the time of entry. If the potential Winner is determined to be less than the age of majority in his/her province of residence, then the potential Winner will be disqualified, and an alternate Winner will be selected in their place.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties, the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, pictures, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance,

possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to their Prize.

Disputes: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Florida, 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. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of Florida; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by February 15, 2024, to: ASC/Firehouse "Customer Survey" Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.