

**THE WHATABURGER WEDNESDAY SWEEPSTAKES
OFFICIAL RULES**

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

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Meta Platforms, Inc. or Instagram.

SPONSOR: B.A.S.S., LLC, 3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044 www.ussweeps.com

ELIGIBILITY: The **Whataburger Wednesday Sweepstakes** (the “Sweepstakes”) is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of B.A.S.S., LLC (the “Sponsor”) Whatabrands LLC (“Whataburger”), US Sweepstakes & Fulfillment Company (the “Sweepstakes Administrator”) and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

SWEEPSTAKES ENTRY PERIODS: The Sweepstakes will include four (4) Entry Periods (each, an “Entry Period”) and four (4) corresponding Random Drawings (each, a “Drawing”) as defined in the “Entry Periods, Drawings & Prize Schedule” below. Entries must be received during an Entry Period to be eligible for that Entry Period’s Drawing and prize. Non-winning entries for an Entry Period will not roll over to subsequent Entry Periods. Sponsor’s computer is the official timekeeping device for this Sweepstakes.

ENTRY PERIODS, DRAWINGS & PRIZE SCHEDULE			
Entry Period #:	ENTRY PERIODS: All Entries must be received between 9:00 AM Central Time ("CT") and 11:59 PM CT on:	Drawing Date: On or about:	Prize and approximate retail value ("ARV") available per Entry Period:
1	6/21/23	6/22/23	One (1) winner will receive one (1) Whataburger Igloo Cooler, one (1) Beach Towel and one (1) Whataburger Hat (ARV: \$100)
2	6/28/23	6/29/23	One (1) winner will receive one (1) Whataburger 30oz Rambler tumbler, one (1) Whataburger Flag, one (1) pair of Whataburger socks and one (1) Whataburger sign (ARV: \$100)
3	7/5/23	7/6/23	One (1) winner will receive one (1) Whataburger 30oz Rambler tumbler, one (1) Whataburger hat, and one (1) Whataburger tote (ARV: \$100)
4	7/12/23	7/13/23	One (1) winner will receive one (1) Whataburger neon sign, one (1) Whataburger hat, one (1) Whataburger pool float (ARV: \$100)

HOW TO ENTER: During each Entry Period, the Sponsor will post on Instagram inviting participants to comment on the post to receive a sweepstakes entry (each, an "Entry Period Instagram Post"). To enter for a chance to win an Entry Period's prize, follow @bass_nation and @whataburger on Instagram, locate the Entry Period Instagram Post and follow the instructions to comment on the Entry Period Instagram Post to receive one (1) Entry into the corresponding Entry Period's Drawing ("Entry"). **Entries must be received during an Entry Period to be eligible for that Entry Period's Drawing and prize. There is a limit of one (1) Entry per person per Entry Period.** Entrants must follow and continue to follow @bass_nation and @whataburger through at least July 31, 2023 in order to be notified in the event they are a potential winner. By submitting an Entry, entrants agree to [Instagram's Terms of Use](#). All entries become the property of the Sponsor and will not be acknowledged or returned.

Although subsequent attempts to enter may be received during a given Entry Period, only the first complete Entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter during a given Entry Period will be disqualified.

By submitting an Entry you must abide by the following guidelines and conditions: a) Entry cannot contain content that is irrelevant to the purpose of the Sweepstakes; b) Any content included with the Entry must be original and Entrant's own work; c) Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity; d) Entry cannot be violent or promote firearms/weapons; e) Entry cannot promote illegal drugs, tobacco or overindulgence of alcohol; f) Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies; g) Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner; h) Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group; i) Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission; j) Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor, Whataburger and Instagram wish to associate; k) Entry cannot depict illegal activity and cannot itself be in violation of any law; and l) Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.

By submitting an Entry, entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) entrant owns all rights to the Entry, including without limitation, copyrights; and (c) entrant will indemnify and hold harmless the Sponsor, Whataburger, Sweepstakes Administrator, and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL SWEEPSTAKES ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

PRIZES/ODDS: There are four (4) prizes available to be won; one (1) prize per Entry Period as depicted in the "Entry Periods, Drawings & Prize Schedule" within the Sweepstakes Entry Period section of these Official Rules. See the "Entry Periods, Drawings & Prize Schedule" for a listing of all prizes available to be won, the dates each prize is available to be won and the ARV of each prize. Prizes and prize schedule are subject to change in the Sponsor's sole discretion. **The total ARV of all prizes available to be won is \$400.** Odds of winning a prize will depend on the number of eligible Entries received during each Entry Period. There is a limit of one (1) prize per person.

Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. Winners are responsible for all federal, state, local and income taxes associated with winning prize.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes

and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

RANDOM DRAWINGS: Random Drawings will be conducted by the Sponsor whose decisions are final. The potential winners will be selected in a series of random drawings from among all eligible Entries received within the corresponding Entry Period on or about the corresponding Drawing Date indicated in the "Entry Periods, Drawings & Prize Schedule" above.

WINNER NOTIFICATION & VERIFICATION: Each potential winner will be notified by the Sponsor via direct message on Instagram. Winners must respond as instructed to the notification with their full name, email address, shipping address and date of birth within three (3) days of notification. Non-compliance will result in disqualification and an alternate winner may be selected. Prize will be sent to the winner within approximately 45 days after winner is verified.

If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in their state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return a Minor Release on minor's behalf, as applicable.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner is responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its

manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

PUBLICITY RIGHTS: Except where prohibited by law, entry and acceptance of a prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, Whataburger, Sweepstakes Administrator, Meta Platforms, Inc. and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the Instagram account from which the Entry is submitted. Authorized Account Holder means the natural person who is assigned to whom the Instagram account is registered. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the Instagram associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals

from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Alabama, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL

THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Jefferson County, Alabama and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Jefferson County, Alabama. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Jefferson County, Alabama. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.bassmaster.com/privacy-policy>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.Bassmaster.com/WhataburgerWednesdaySweepstakes, or send a self-addressed, stamped envelope by July 13, 2023, to: **The Whataburger Wednesday Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after July 13, 2023), send a stamped, self-addressed envelope (no later than August 14, 2023) to: **The Whataburger Wednesday Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

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