

**THE “SHAKE SHACK X THE SUPER MARIO BROS. MOVIE TICKET”
SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. ENTRY INTO THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED.

This Sweepstakes is administered and sponsored by Shake Shack Enterprises, LLC, 225 Varick Street, Suite 301, New York, NY 10014 (“**Administrator**” or “**Sponsor**”).

- 1. Eligibility:** The Shake Shack X The Super Mario Bros. Movie Ticket Sweepstakes (“**Sweepstakes**”) is open and offered only to legal residents of the 50 United States and the District of Columbia (collectively, the “**Prize Territory**”) who are eighteen (18) years of age or older as of the date of their Submission (defined below). In the event of any conflict or inconsistency with any other advertising, promotional or other materials, these Official Rules shall govern. Employees of Administrator, Universal Pictures Marketing, a division of Universal Film Exchanges LLC (“**Universal**”), and Fandango Loyalty Solutions, LLC (“**Fandango**”), and their respective affiliates, subsidiaries, and advertising and promotional agencies, and such employees’ immediate family members and same household members of such employees, are not eligible to participate in the Sweepstakes. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Sweepstakes or win a prize (each, a “**Participant**”). This Sweepstakes is void where prohibited or restricted by law. All federal, state, and local laws and regulations apply. Administrator reserves the right to verify the eligibility of winners.
- 2. Entry Period:** The Sweepstakes commences at 12:00 AM Eastern Time on March 30, 2023, and ends at 11:59 PM Pacific Time on April 2, 2023 (“**Entry Period**”). Administrator’s computer is the official time-keeping device for this Sweepstakes. Entries that are submitted before or after the Entry Period will be disqualified. Administrator reserves the right to end the Sweepstakes at any time, including prior to the expiration of the Entry Period.
- 3. How to Enter:** There are two (2) ways to participate in the Sweepstakes during the Entry Period:
 - a) **Automatic Entry:** To receive one (1) entry in the Sweepstakes, place an order during the Entry Period containing at least one (1) ‘Shroom Burger using the Shake Shack mobile App or via shakeshack.com to be fulfilled at a participating Shake Shack location in the United States (excluding airports, stadiums, arenas, travel plazas, museums, other locations operated by third-party licensees of Sponsor, and orders made via third-party delivery service provider app) during the Entry Period. Potential winners who enter the Sweepstakes through this Automatic means of Entry may be required to agree to these rules prior to receiving the Prize.
 - b) **Alternative Means of Entry (“AMOE”):** Alternatively, you can receive one (1) entry in the Sweepstakes by visiting the [Shake Shack X The Super Mario Bros. Movie Ticket Sweepstakes Entry Webpage](#) (the “**Website**”) and providing your name with all the required information including a valid email address.

By entering the Sweepstakes using your mobile device, standard data fees may apply. You should consult your wireless service provider’s pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device’s features for capabilities and check the device manual for specific use instructions.

All information and comments submitted as part of an entry via any method set forth herein shall be collectively referred to herein as the “**Submissions**” or each as a “**Submission.**” Submissions must comply with the Guidelines and Restrictions defined below.

- 4. Guidelines and Restrictions.** By entering the Sweepstakes, you represent and warrant that you are the owner or licensee of the Submissions including any and all materials and information, including photos, videos, and personal information, submitted by you with respect to the Sweepstakes, and you automatically grant, and you represent and warrant that you have the right to grant, to Sponsor an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, royalty-free, worldwide license (with the right to sublicense at multiple levels) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), transfer, and distribute any such materials for any purpose, in any format on or in connection with the Shake Shack account where you submit your Entry or its affiliated or partner sites, if applicable, or the promotion thereof, prepare derivative works, incorporate into other works, and/or grant and authorize sublicenses of the foregoing. Submissions must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, and Submissions must not infringe any intellectual property rights of third parties. You furthermore represent and warrant that all persons and entities connected with the materials and information submitted in connection with the Sweepstakes, and all other persons and entities whose names, voices, photographs, likenesses, works, services or materials have been used in such materials/information or its/their exploitation, have authorized the use of their names, voices, photographs, likenesses, performances, and biographical data in connection with the advertising, promotion, trade and other exploitation of the materials and information and the rights granted herein.
- 5. Limit one (1) Submission per person.** Participants are not permitted to submit a Submission more than once during the Entry Period regardless of the entry method. Duplicate Submissions by the same person will be subject to disqualification. Multiple Participants are not permitted to share the same Submission. Any attempt by any Participant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations or logins, or any other methods will void that Participant's entries and that participant may be disqualified. Use of any automated system, devices, bots and/or other programs or software to participate is prohibited and will result in disqualification. Entries must be submitted by the Participant. Administrator is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Administrator shall not be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. Administrator assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Only fully completed entries are eligible. In the event of a dispute over who submitted a winning entry, the “authorized Shake Shack account holder,” or the email address used to place the order associated with the Automatic entry or provided via the AMOE, will be deemed to be the Participant. Potential winners may be required to show proof of identity or forfeit the prize. All entries become the property of Administrator and will not be acknowledged or returned. By entering the Sweepstakes, Participants fully and unconditionally agree to be bound by these rules, which will be final and binding in all matters relating to the

Sweepstakes. Sponsor is not responsible for human error, theft, destruction, or damage to entries, or other factors beyond its reasonable control.

- 6. Prizes:** One Thousand (1,000) winners will each receive one (1) Fandango Promotional Code (“Code”) which may only be used towards the purchase of one movie ticket (MSRP: up to fifteen dollars (\$15) total ticket and convenience fee value) to see *The Super Mario Bros. Movie* at a participating Fandango partner theater in the Prize Territory (“Prize”) during the Redemption Period. Prize is not available for individual retail-sale. Prize is non-transferable. No substitutions or cash redemptions. The “Redemption Period” commences upon a Winner’s receipt of the Code from the Administrator and ends upon the earlier to occur of June 30, 2023, and when *The Super Mario Bros. Movie* is no longer in theaters. The Code is only valid for purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at the box office. If lost or stolen, the Code cannot be replaced. No cash value, except as required by law. Void where prohibited. Not valid with any other offer. Offer only valid in the Prize Territory. One-time use only. Not for resale; void if sold or exchanged. If the cost of the movie ticket with Fandango’s convenience fee included is more than the maximum value of the Code, the Winner must pay the difference. Any price difference between the movie ticket purchased and the maximum value of the Code will not be refunded. Limit 1 Code(s). Fandango is not a sponsor or co-sponsor of this offer. The redemption of the Code is subject to Fandango’s Terms and Policies at www.fandango.com/terms-and-policies and Fandango’s privacy policy at www.fandango.com/policies/privacy-policy. FANDANGO is a registered trademark of Fandango Media, LLC. / FANDANGO and the Fandango Logo are registered trademarks of Fandango Media, LLC. In the case of unavailability of a Prize, Sponsor reserves the right to substitute a prize of equal or greater value. Sponsor and Administrator each reserve the right to reschedule the Sweepstakes, modify the Prize, or cancel the Prize. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner.
- 7. Winner Selection & Notification:** One Thousand (1,000) winners will be randomly selected by Administrator on or about April 4, 2023 from all Submissions received during the Entry Period. Odds of winning will depend on the number of Submissions received during the Entry Period. Participants need not be present at the drawing to win. Potential winners will be notified via email using the email account supplied at time of entry or attached to the valid Shake Shack registered account or otherwise used to place a valid order during the Entry Period. Notification shall be deemed to occur when the email notification is sent from Administrator's computer to the potential winners’ email address provided during the entry process. Administrator may contact potential winners via email and may ask for further information including acceptance of these rules. The potential winner will be required to respond to Administrator within seventy-two (72) hours in order to claim their prize. The winner may be provided a Declaration of Eligibility and Liability/Publicity Release (“**Declaration and Release**”) to fill out, sign and return within seventy-two (72) hours of receipt. If the winner does not sign and return the Declaration and Release, or if a potential winner does not meet eligibility criteria, or is otherwise unwilling or unable to comply with these Official Rules or return same by the required deadlines, or refuses to complete any additional documentation that may be required by Administrator, an alternate winner may be selected from among the remaining Submissions in accordance with these Official Rules, in Administrator’s sole discretion. Each winner may be required to supply Administrator with his/her/their social security number for tax purposes. Subject to the foregoing requirements, the Prize will be sent to each winner directly by Administrator and Administrator

may contact a winner if more information is needed.

8. **Verification of Potential Winners:** POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

9. **General Conditions:** Administrator reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, extend, or suspend the Sweepstakes should non-authorized intervention, fraud, weather, force majeure events or other causes beyond the control of Administrator corrupts or affects the administration, security, fairness, or proper conduct of the Sweepstakes. Administrator reserves the right to disqualify any individual it determines, in its sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Sweepstakes, (b) defraud Sponsor, (c) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, Sponsor, or representatives of the Sponsor, or (e) act in violation of these Official Rules. In such event(s), Administrator reserves the right (in addition to disqualification of such individual) to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Sweepstakes through means not permitted by these Official Rules is subject to disqualification. typographical, mechanical, or other errors.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **Agreement to Official Rules:** By participating in the Sweepstakes, each Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator (including but not limited to Administrator's employees or agents handling prize redemption), which are final and binding. By participating in the Sweepstakes, each Participant waives any right to claim ambiguity in these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.

11. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** By entering, each Participant agrees to defend, indemnify and otherwise hold Sponsor, Administrator, Universal, and Fandango, and their respective parents, subsidiaries, affiliated companies, promotion and distribution partners, agents, officers, directors, and/or employees (collectively, the "**Released Parties**") harmless from and against any and all liability of any nature whatsoever arising out of or relating to (a) unauthorized human intervention in the Sweepstakes by or directed by Participant; (b) breaches of or inaccuracies in any representations or warranties of, or license grants by, Participant or any other terms and conditions contained herein; and/or (c) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Sweepstakes or receipt or use of any prize, including any such claim by the Released Parties' employees or agents or any third parties.

Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, use of the Website, or the acceptance, receipt, or use of any Prize or Prize component. Participants further agree 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's fees. Released Parties will have no liability whatsoever for failure to supply a prize or any part thereof, by reason of any acts of God, any severe weather, hurricane, flood, fire, war, transportation interruption of any kind, or any other cause beyond their control.

By entering this Sweepstakes, each Participant (1) agrees to release each of the Released Parties from any and all liability for any loss, harm, damages, costs, and/or expenses, including without limitation property damages, personal injury and/or death, arising out of participating in this Sweepstakes or the acceptance, possession, use, or misuse of any prize, (2) waives any and all claims against each of the Released Parties based on publicity rights, defamation, invasion of privacy, or any other intellectual property or privacy right, and (3) acknowledges that Administrator has not made and is not responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose including any express or implied warranties provided by any of the Prize suppliers associated with this Sweepstakes.

None of the Released Parties shall be liable for any damages whatsoever related to or arising from (a) any technical errors that may prevent any Participant from participating in any way; (b) unauthorized human intervention in the Sweepstakes; and/or (c) errors in the administration of the Sweepstakes.

Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Participant further agrees that in any cause of action, the Released Parties' aggregate liability for all claims will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys' fees.

- 12. DISPUTES:** Except where prohibited by law, each Participant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in New York County in the State of New York. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of the Sponsor and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.
- 13. Privacy:** By entering the Sweepstakes, each Participant agrees that Participant's entry and any other personally identifiable information collected or used in connection with the Sweepstakes is subject to and may be used by Administrator in accordance with Shake Shack's [Privacy Policy](#).

- 14. Name of Winner/List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by April 30, 2023 to: Attn: Marketing, Shake Shack X The Super Mario Bros. Movie Ticket Sweepstakes, Shake Shack Enterprises, LLC, 225 Varick Street, Suite 301, New York, NY 10014.
- 15.** Questions or comments regarding the Sweepstakes can be submitted by email to share@shakeshack.com.
- 16.** Universal is not a sponsor or administrator of this Sweepstakes. Participants are providing information to Administrator and not to Universal.