

## THE “SHAKE SHACK X TIDE CLEANERS” GIVEAWAY OFFICIAL RULES (“Giveaway”)

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

This Giveaway is sponsored and administered by: Shake Shack Enterprises, LLC (“Administrator” or “Shake Shack”), 225 Varick Street, Suite 301, New York, NY 10014 and Agile Pursuits Franchising, Inc at 1 Procter and Gamble Plaza, Cincinnati, Ohio 45202 (“TIDE CLEANERS”), (each an “Sponsor” and collectively “Sponsors”).

- 1. Eligibility:** The Shake Shack x Tide Cleaners Giveaway (“Giveaway”) is open and offered only to legal residents of the 50 United States and the District of Columbia 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 and Sponsors 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 Giveaway. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Giveaway or win a prize (“Participant”). This Giveaway is void where prohibited or restricted by law. All federal, state, and local laws and regulations apply. Administrator reserve the right to verify the eligibility of winners.
- 2. Entry Period:** The Giveaway commences at 9:00 A.M. ET on July 22, 2024, and ends at 10:59 A.M. ET on July 31, 2024 (“Entry Period”). Administrator’s computer is the official time-keeping device for this Giveaway. Entries that are submitted before or after the Entry Period will be disqualified. Administrator reserve the right to end Giveaway at any time, including prior to the expiration of the Entry Period.
- 3. How to Enter:** You can enter the Giveaway through Microsite by:  
<https://shakeshack.com/sauce-insurance#/>
  1. Filling out all questions in the questionnaire provided, and;
  2. Uploading a photo of your BBQ Menu Burger (Carolina BBQ or Smoky Classic BBQ)

By entering the Giveaway via Microsite 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 shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

By entering the Giveaway, you represent and warrant that you are the owner or licensee of any and all materials and information, including photos, videos, and personal information, submitted by you to the Giveaway and you automatically grant, and you represent and warrant that you have the right to grant, to Sponsors and Administrator 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, distribute any such materials for any purpose and in any format on or in connection with the social media account where you submit your Entry or its affiliated or partner sites, the Administrator's or Sponsors' respective businesses, 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 Sponsors and/or Administrator, 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 Giveaway, and all other persons and entities whose names, voices, photographs, likenesses, works, services and 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.

**Limit one (1) Submission per person.** Entrants are not permitted to submit a Submission more than once during the Entry Period. Duplicate Submissions by the same person will be subject to disqualification. All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant 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. Neither Sponsors nor Administrator are 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. Neither Sponsor nor Administrator shall be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Giveaway or by any technical or human error which may occur in the processing of the entries in the Giveaway. Neither Sponsors nor Administrator assumes any 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 account holder" of the Instagram account used to register on the platform will be deemed to be the

entrant. Potential winners may be required to show proof of identity or forfeit the prize. All entries become the property of Administrator and Sponsors and will not be acknowledged or returned. By entering the Giveaway, entrants fully and unconditionally agree to be bound by these rules, which will be final and binding in all matters relating to the Giveaway.

**Prizes:** Two Thousand Five Hundred (2,500) winners will each receive: one (1) \$10 Tide Cleaners Dry Cleaning Digital Voucher (ARV for all prizes is \$25,000). Prize is not available for individual retail-sale. Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of a Prize, Sponsors reserve the right to substitute a prize of equal or greater value. Sponsors and Administrator each reserve the right to reschedule the Giveaway, 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. Certain terms and restrictions apply to the Digital Vouchers.

**Winner Selection & Notification:** Two Thousand Five Hundred (2,500) winners will be identified on a first come first serve entry by Administrators on or about August 2nd, 2024 (“Drawing Date”) from all Submissions received during the Entry Period. Administrator may contact the potential winners via Email and may ask for further explanation based on their initial posts submitted online. The winners 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 a potential 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 Sponsors or 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 Sponsors or Administrator with his/her/their social security number for tax purposes. Subject to the foregoing requirements, the Prize will be sent to winners directly by Sponsors and Sponsors may contact each winner if more information is needed.

**Verification of Potential Winners:** POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSORS OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY. **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.**

**General Conditions:** Sponsors and Administrator each reserve the right, in its sole and absolute discretion, to cancel, terminate, modify, extend, or suspend the Giveaway should non-authorized intervention, fraud, weather, force majeure events or other causes beyond the control of Sponsors or Administrator corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. Sponsors and Administrator each reserve 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 Giveaway, (b)

defraud Sponsors or Administrator, (c) undermine the legitimate operation of the Giveaway by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, Sponsors or Administrator, or representatives of the Sponsors or Administrator, or (e) act in violation of these Official Rules. In such event(s), Sponsors and Administrator each reserve the right (in addition to disqualification of such individual) to seek damages from any such person to the fullest extent permitted by law. Sponsors' or 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 Giveaway 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 GIVEAWAY 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.

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

**Indemnification and Limitation Of Liability:** By entering, each Participant agrees to defend, indemnify and otherwise hold Sponsors, Administrator, and their respective parents, subsidiaries, affiliated companies, promotion and distribution partners (including Facebook and Instagram), the 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 Giveaway 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 Giveaway or receipt or use of any prize, including any such claim by the Released Parties' employees or agents or any third parties.

By entering this Giveaway, each Participant (1) agrees to release Sponsors, Administrator, and 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 Giveaway or the acceptance, possession, use, or misuse of any prize, (2) waives any and all claims against Sponsors, Administrator, and 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 neither the Sponsors nor Administrator have made or are 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.

Neither Sponsors nor Administrator 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 Giveaway; and/or (c) errors in the administration of the Giveaway.

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 Giveaway, and in no event shall the Released Parties be liable for attorneys' fees.

**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 Giveaway 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 Sponsors and Administrator in connection with the Giveaway, 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.

**Privacy:** By entering the Giveaway, each Participant agrees that Participant's entry and any other personally identifiable information collected or used in connection with the Giveaway is subject to and may be used by Sponsors in accordance with the [Shake Shack Privacy Policy](#) and the [Tide Cleaners Privacy Policy](#).

**Name of Winner/List of Winners:** To obtain a list of winners, send a self-addressed, stamped envelope within 30 days after Drawing Date to: Attn: Marketing, SHAKE SHACK x TIDE CLEANERS GIVEAWAY, Shake Shack Enterprises, LLC, 225 Varick Street, Suite 301, New York, NY 10014.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR AFFILIATED, OR ASSOCIATED WITH META, FACEBOOK, INSTAGRAM, OR SIMILAR SOCIAL MEDIA SITES.**