

**MOOYAH 10-Patty Cheeseburger Eating Event
Terms and Conditions**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF 50 U.S./D.C., EIGHTEEN (18) YEARS OF AGE OR OLDER, WHO ENROLL FROM WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA. There are a limited number of entrant spots available (10 per participating store location), as described in the registration section below.

***In order to be eligible for this Event, all potential entrants must agree to a Waiver of Liability, releasing Sponsor and Promotion Entities (as defined below) from all claims as related to the Event, if selected.**

1. Eligibility: The MOOYAH 10-Patty Cheeseburger Eating Event (the “Event”) is open to: legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older, and who are located in the United States or the District of Columbia, all at the time of enrollment. Employees, directors and officers of The MOOYAH Advertising Fund (the “Sponsor”), MOOYAH Franchising LLC, Robust Promotions LLC (the “Administrator”) and their respective franchisees, affiliates, subsidiaries and advertising/promotion agencies (collectively, the “Promotion Entities”), and the immediate families (spouse, parent, child, sibling, grandparent, and spouse and “step” of each) and members of the same household of each such person are not eligible to participate.

This Event is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions, which are final and binding in all matters related to the Event.

2. Sponsor: The MOOYAH Advertising Fund, 5212 Tennyson Parkway, #120, Plano, TX 75024.

3. Event Registration Period: There will be a registration period (in which potential entrants may register to obtain an available spot in the Event) and an Event period (in which the actual Event shall be completed at participating locations). The Event registration period begins on June 27, 2017 at 8:00 a.m. Central Time and ends on July 2, 2017 at 5:00 p.m. Central Time (the “Registration Period”). All registration requests must be received before the Registration Period end time/date to be valid.

The Event begins on July 10, 2017 at approximately 5:10 pm (local time of the applicable participating location) (the “Event Period”). The exact Event Period may vary by participating location and will be determined by such location, in its sole discretion.

4. How to Register: ONLY 10 PARTICIPANT SLOTS AND 5 WAIT-LIST SLOTS ARE AVAILABLE FOR EACH PARTICIPATING LOCATION. You are only eligible to participate in the Event if you successfully register for an available spot. To register, during the Registration Period, complete all fields in the form available at <http://www.mooyah.com/> (including selection of the participating location at which you wish to participate) and complete the Waiver of Liability form. To successfully register, you must check the box confirming that you agree to the “Waiver of Liability” form. With respect to each participation location, the first ten (10) individuals to complete all required entry materials will be invited to participate (subject to verification of eligibility). Those selected will be notified at the email address provided on the entry form prior to the Event. With respect to each participating location, the next five (5) individuals to complete all required entry materials will be placed on a waitlist invited to attend the Event at the applicable participating location as a stand by alternate. Individuals on the waitlist must arrive at the participating location on the day of the Event at no later than 4:30 p.m. local time of the applicable participating location. In the event all ten (10) selected participants do not arrive by 4:50 p.m. local time of the applicable participating location, those on the waitlist will be invited to participate in the order in which they were added to the waitlist. For a list of participating locations, please visit <http://www.mooyah.com/news/10/>.

Individuals who do not follow all of the instructions, provide the required information in their registration form, accept the Waiver of Liability form, and/or abide by these Terms and Conditions or other instructions of Sponsor may not be selected as participants (even if otherwise qualified for a spot).

Limit: One (1) registration per person/e-mail address during the entire Event Registration Period.

On or around Thursday, July 6, 2017, potential participant(s) will be notified via email. Potential participants are subject to verification. If a potential participant is found not to be eligible or not in compliance with these Terms and Conditions, if attempted notification is returned as undeliverable, if any required documents are not returned within the required number of days, or if a participant cannot be verified, then participant may be disqualified and the Event spot may be forfeited in Sponsor’s sole discretion. Sponsor is not responsible for any change of email address, mailing address and/or registrants’ telephone number.

5. Event Details: At the start of the Event Period, at each participating location, the up to ten (10) selected participants will be seated at a table and given one (1) hamburger, each with 10

Certified Angus Beef patties and 10 slices of American cheese, all on a MOOYAH artisan white potato bun (the “Burger”). The Sponsor will indicate when participants can begin consuming their Burgers. After 120 minutes from the start whistle (as determined by Sponsor in its sole discretion) (the “Eating Period”), the Sponsor will signal an end the Event. Event participation and activity is subject to the additional following details and restrictions:

- Participants may stand after the Event start.
- Participants can use water from Sponsor supplied cups (small, medium or large) but can’t bring their own water vessels.
- Participants can use one plastic fork and one plastic knife, also provided by the location.
- Burgers will be served on a metal tray with a paper tray liner.
- When the Sponsor indicates the Event has ended, participants must put down their Burger and step away from the table.
- Participants will be dismissed from the Event at any time for the following:
 - Consuming the Burger at a speed faster than four (4) bites per minute.
 - Chewing each bite fewer than ten (10) times before swallowing.
 - Placing unconsumed burger on another participant’s tray.
 - Starting to unwrap or consume burger before the start of the Event.
 - Any other forms of cheating or otherwise unfair activity, all as determined by the judges in their sole discretion.
 - Any participant leaving their designated area during the Event will be dismissed.
 - Making physical contact with any other participant or his/her food at any time. Any participant who deliberately makes contact with another participant or his/her food will be dismissed.

Participants may not touch the Burgers or tray before the Event begins. Each participant who completes the Burger in compliance with these Terms and Conditions during the Eating Period at each participating location will receive one signed certificate of completion.

6. Release: As a condition of registering, registrants and participants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor, Promotion Entities, each of their affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents (collectively, “Released Parties”), from any and all liability, loss or damage incurred with respect to the Event, the eating portion of the Event, participation in the Event; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Event, or any reward awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’

fees and court costs. **Participants acknowledged the inherent dangers in eating large quantities of food and agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Released Parties from any liability to themselves, their heirs and next of kin for any and all claims, demands, losses, expenses or damages on account of damage to personal property or injury caused or alleged to be caused in whole or in part by the negligence of the Released Parties or otherwise.**

7. Publicity: Except where prohibited by law, each participant grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

8. General Conditions: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate registration information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Event or by any technical or human error which may occur in the processing of the registrations or participants. Sponsor reserves the right to cancel, suspend and/or modify the Event, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Event, as determined by Sponsor in its sole discretion. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the registration, the eating portion of the Event, the website, or the operation of the Event or to be acting in violation of the Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Event may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

9. Binding Arbitration: Any controversy or claim arising out of or relating to this Event shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law

consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT PARTICIPATE IN THIS EVENT IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

BY PARTICIPATING IN THE EVENT, EACH REGISTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE EVENT, OR ANY REWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S 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 SET FORTH ABOVE AND IN SECTION 6, SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

10. Governing Law & Jurisdiction: This Event and its Terms and Conditions are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of entrants and Sponsor in connection with the Event, shall be governed by, and construed in accordance with, the laws of the State of

Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 9 of these Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of Plano.

11. Participant's Personal Information: Please see the privacy policy located at <http://www.mooyah.com/privacy-policy/> for details of Sponsor's policy regarding the use of personal information collected in connection with this Event.