

OFFICIAL RULES

2016 Smashburger® Great Shake Debate Promotion

Sponsored by Smashburger Marketing Fund Trust

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Eligibility.** The 2016 Smashburger® Great Shake Debate Promotion (“Promotion”) is open only to legal residents of the 50 states of the United States and Washington D.C. who are eighteen (18) years of age or older at the time of entry (each an “Eligible Entrant”). Employees, officers, directors and members (including immediate family members (spouse, domestic partner, child, sibling, parent and their respective spouses/domestic partners, regardless of where they reside) and members of the same household, whether or not related) of Sponsor (defined below), its trustee and their respective parents, affiliated companies, subsidiaries, licensees, divisions, dealerships, franchisees, advertising and promotion agencies, and any and all other companies associated with the Promotion (collectively, the “Promotion Entities”) are not eligible to participate or win any prize. The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation. **Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion, including but not limited to the administration and operation of the Promotion and the selection of the prize winner.** Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Promotion Period.** The Promotion begins on June 28, 2016 at 8:00 a.m. EST and ends on August 22, 2016 at midnight EST (the “Promotion Period”). All entries must be received by Sponsor by the end of the Promotion Period to be part of the Promotion. Sponsor reserves the right to extend or shorten the Promotion Period at its sole discretion, and to cancel, terminate, modify or suspend the Promotion for any reason in Sponsor’s sole discretion. Sponsor’s clock shall, for all purposes, be the official clock of the Promotion.

3. **How to Enter.** Entrant must visit the Smashburger® microsite hosting the Promotion and there enter a proposed name for the selected shake. Entrant must also provide entrant’s email address solely for the purpose of tracking entries and notifying a winner (entrant may also elect to provide entrant’s email address for marketing purposes, but this is not required). A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the email account associated with an entry. The “authorized account holder” is deemed the natural person who is assigned to the account in question.

No other form of entry will be accepted other than as specified above. Limit one (1) entry per Eligible Entrant per day. Sponsor is not responsible for late, lost, illegible, damaged, misdirected, incomplete or otherwise invalid entries. Sponsor reserves the right to disqualify any entry that it deems, in its sole discretion, to be a violation of the Official Rules.

4. Promotion Description; Winner Determination; Specific Prize Description. On or about August 22, 2016, Sponsor will choose a shake flavor and shake name from among all eligible entries. Sponsor may choose, in its sole discretion, to proceed with any shake flavor, or no shake flavor, notwithstanding the actual number of votes in favor of any proposed shake flavor. Sponsor may choose, in its sole discretion, to proceed with any proposed shake name, or no proposed shake name (in which case Sponsor may choose any other shake in Sponsor's sole discretion). Sponsor will make these choices in Sponsor's sole discretion based upon the best interests of the Smashburger® brand. The winner, if any, will be the Eligible Entrant that proposed the shake name selected by Sponsor. If more than one Eligible Entrant proposes the same winning name, the winner will be deemed to be the first Eligible Entrant to have submitted the winning name.

The winner will receive a prize package consisting of free Smashburger® milkshakes for a year which is defined as: 52 Free Milkshake Coupons to be valid for use at any participating United States Smashburger® location. Coupons are valid for 1 year upon receiving prize. Free Milkshake Coupons are limited to one per person per visit. Not valid for online orders. Not valid with other offers or discounts. The total approximate retail value ("Total ARV") of the prize package is \$191.88.

At all times, Sponsor reserves the right to disqualify and/or select an alternate winner in the event that a winner is found to have not complied with these Official Rules.

5. General Prize Terms. All costs and expenses associated with any prize acceptance and use not specified herein as being provided are the sole responsibility of the applicable winner. All federal, state, or local taxes associated with the prizes awarded in connection with the Promotion are the winner's responsibility. A form 1099 may be issued based on the value of the prize as required by law. The winner may be required to execute and return any required affidavit of eligibility and/or liability/publicity release. To the extent requested, all such forms will be completed and returned within five business days or Sponsor may disqualify any winner and select an alternate winner or elect to not award the applicable prize.

6. Privacy Policy. Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor and used by Sponsor (i) for purposes of proper administration and fulfillment of the Promotion as described in these Official Rules or otherwise in accordance with these Official Rules and (ii) as described in Sponsor's privacy policy, found at www.smashburger.com.

7. Release; Publicity Release. By participating in the Promotion and submitting an entry, each entrant agrees to release and hold harmless the Promotion Entities (collectively, "Released Parties") from and against any and all claims, injuries, damages or losses that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of a prize. Each entrant, by submitting an entry into the Promotion, grants to Sponsor the right to publicize such entrant's name, address (city and state of residence), photograph, video, voice and/or other likeness and prize information, as well as the content of entrant's entry, in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law;

and entrant further represents and warrants that entrant has all requisite intellectual property rights or other authority necessary to grant the foregoing rights.

8. **General.** Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Promotion Entities do not (i) make any warranty, guaranty or representation of any kind concerning the Promotion or a prize and (ii) to the extent permitted by law, disclaim any and all express and implied warranties (including, without limitation, quality, merchantability and fitness for a particular purpose) relating to the Promotion and the prizes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The Promotion Entities are not responsible for printing or typographical errors in any Promotion-related materials; or transactions that are processed late, incorrectly or are lost. Sponsor reserves the right to cancel or modify the Promotion if fraud or technical difficulties compromise the integrity of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

Promotion Entities assume no responsibility for and will disqualify submissions that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, postage due mail entries, or submissions that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Promotion, or by any human, mechanical or electronic error that may occur in the processing of the submissions in Promotion, or other errors appearing within the Official Rules or in any Promotion related advertisements. Promotion Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Promotion, errors in processing submissions, identifying any Contestant or prize winner, in the announcement of any Contestant or prize winner, and the delivery of a prize, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone, or other portable electronic device related to or resulting from participation or downloading any materials in Promotion. Use of any device to automate or subvert entry is prohibited and any submissions received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any submissions or votes received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the submission process or the operation of Promotion; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such person or any Promotion Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Promotion; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S

DISQUALIFICATION AS A WINNER OF THE PROMOTION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

9. Indemnity; Disputes. By participating in the Promotion, all entrants agree to indemnify and hold harmless the Released Parties from any and all liability arising out of or relating in any way to entrant's participation in the Promotion. Except where prohibited by law, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State and Federal courts located in the County of Denver, State of Colorado; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State Colorado. If any provision of these Official Rules is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision will not affect any other provision of these Official Rules, and these Official Rules will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as described above, as the case may be. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have.

10. Sponsor. The sponsor of this Promotion is Smashburger Marketing Fund Trust, 3900 East Mexico Avenue, Suite 1200, Denver, CO 80210

11. Winner List. For the list of winners, mail a self-addressed stamped envelope to: 2016 Smashburger® Great Shake Debate, Attn: Christine Ferris, Director of PR, 3900 East Mexico Avenue, Suite 1200, Denver, CO 80210. All requests must be received by no later than September 22, 2016.