

“Metro Diner® \$1,000,000” Sweepstakes (the “Sweepstakes”)

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. Purchasing a product will not increase your chances of winning.

- 1. SWEEPSTAKES DATES:** The Sweepstakes begins at 12:00:00 a.m. Eastern Time (“ET”) on December 1, 2021 and ends at 11:59:59 p.m. ET on January 31, 2022 (the “Sweepstakes Period”). For purposes of these Official Rules, all times are given in Eastern Time.
- 2. ELIGIBILITY:** Open to legal permanent United States residents of the forty-eight (48) contiguous United States and the District of Columbia who are at least twenty-one (21) years of age or older as of the date of entry (the “Entrant”). Employees, officers and directors of MD Carolinas 3, LLC. (the “Sponsor”) and each of its subsidiaries and affiliates, distributors, vendors, advertising/promotion agencies, and any others engaged in the development, production, execution or distribution of the Sweepstakes, including, but not limited to, National Sweepstakes Company, LLC (the “Independent Administrator”) (collectively referred to herein as “Sweepstakes Entities”) as well as their immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to participate. All federal, state and local laws and regulations apply. Sweepstakes is void outside of the forty-eight (48) contiguous United States, the District of Columbia and wherever else prohibited or restricted by law.
- 3. TO ENTER:** There are two (2) ways to enter this Sweepstakes; i) Purchase and ii) AMOE (defined below). **BY ENTERING VIA PURCHASE OR AMOE, YOU GIVE YOUR CONSENT TO BE ENROLLED IN THE METRO DINER® E-CLUB. YOU MAY OPT-OUT AT ANY TIME UPON RECEIPT OF FUTURE METRO DINER® E-CLUB EMAILS. The Metro Diner® E-Club is subject to the Terms of Use (<https://metrodiner.com/terms-conditions/>) and Privacy Policy (<https://metrodiner.com/privacy-policy/>).**

A. VIA A PURCHASE: Make a qualifying purchase of a gift card for at least \$25 at a Metro Diner® location or online at www.metrodiner.com/gift-cards/ (the “Website”). A purchaser will receive one (1) entry for each \$25 worth of gift cards purchased. Entrant will need to provide all of the required information as requested in order to submit and complete a purchase. Upon completion of the purchase, Entrant will automatically receive the entry or entries for each purchase of a \$25 gift card.

Neither Sponsor nor Independent Administrator is responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

B. ALTERNATE METHOD OF ENTRY (“AMOE”): To receive an entry into the Sweepstakes without making a purchase, Entrant must enter as follows: on a plain 3” x 5” card in a #10 business size envelope, legibly handprint first name, last name, complete address, city, state, zip code, telephone number (including area code), date of birth, phone, e-mail address (required) and include on the outer envelope the applicable Metro Diner® Location to which the entry relates and send to: “Metro Diner® \$1,000,000 Sweepstakes” PO Box 429, Newark, NY 14513. Entries must be postmarked by February 1, 2022 and received by February 7, 2022. For a list of Metro Diner® locations, visit <https://metrodiner.com/locations/> or see the location list at the end of these Official Rules. Each envelope is one (1) entry into the Sweepstakes. Entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. All entries submitted become the sole property of Sponsor and will not be returned. Sweepstakes Entities are not responsible for lost, late, misdirected, illegible, postage due or damaged mailed entries.

Regardless of the method of entry, there is a limit of one hundred (100) entries per Entrant during the Sweepstakes Period. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant’s entries and that Entrant may be disqualified from the Sweepstakes. Entry information becomes property of Sponsor and will not be returned.

Sponsor and/or Independent Administrator will not verify receipt of entries for Entrants.

Without limitation, Sponsor reserves the right in their sole discretion to disqualify any Entrant who does not comply with these Official Rules; or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein.

4. WINNING/ODDS:

Location Drawings: On or about February 11, 2022, there will be fifty-eight (58) random drawings. Entrants will be eligible for one of the drawings based on the Metro Diner® location the Entrant selected or purchased at the time of entry. There will be a total of thirty (30) prize winners selected per Metro Diner® location in a random drawing from among all eligible entries received during the Sweepstakes Period for each Metro Diner® location. Odds of winning depend on the number of eligible entries received per applicable Metro Diner® location during the Sweepstakes Period.

Grand Prize Drawing: There will be one (1) random drawing held on or about February 11, 2022 to select ten (10) grand prize winners (each a "Grand Prize Winner") from among all eligible entries received during the Sweepstakes Period. Odds of winning a grand prize ("Grand Prize") will depend upon the total number of eligible entries received during the Sweepstakes Period across all Metro Diner® locations.

The random drawing will be conducted by the Independent Administrator, whose decisions are based upon its sole discretion and interpretation of these Official Rules and are final and binding in all respects.

5. PRIZES:

Grand Prizes: There will be a total of ten (10) Grand Prizes to be awarded across all Metro Diner® locations. Each Grand Prize Winner will receive a two-year lease of a Ford Mustang from a dealership selected by Sponsor and financed through Ford Credit or its affiliate (together, "Lessor") having a total retail value of up to \$18,000. The Grand Prize Winner may select the vehicle and will enter into a two-year lease agreement with Lessor; however, the total amount the Sponsor will award and pay toward any two-year lease will not exceed \$18,000.

Grand Prize winner may opt for the cash option of \$5,000 in lieu of the two -year lease of a vehicle. \$5,000 will be awarded in the form of a check to the Grand Prize Winner.

Grand Prize Winner will need to meet all dealer/lease qualifications in order to be awarded the two-year lease. Color of the vehicle, Equipment and Accessories of the actual vehicle awarded may vary as Sponsor reserves the right to approve a vehicle select by a Grand Prize Winner. In the event a Grand Prize is awarded, the Grand Prize Winner will be required to sign a motor vehicle lease agreement (the "Lease") with Lessor which will govern all terms and conditions of his/her use, operation and possession of the vehicle for the twenty-four (24) month term of the Lease, and the Grand Prize Winner must comply with all terms and conditions of the Lease during the twenty-four (24) month term, including mileage. **Grand Prize Winner must be available to sign the appropriate documentation on the date indicated by the Sponsor or the vehicle may be forfeited, without compensation of any kind. Once verified, Grand Prize Winner will be required to pick up the vehicle at the dealership specified by Sponsor, subject to any other terms provided herein. Grand Prize Winner must provide a valid driver's license and evidence of legally required automobile liability insurance at time the Lease is signed in order to take possession of the vehicle.** Grand Prize Winner shall be solely responsible for all travel or transportation costs, associated with winning a vehicle, except as otherwise provided herein. If, after acceptance of the vehicle, Grand Prize Winner violates the terms of the Lease, as determined by Lessor (or Lessor's financing affiliate) in its sole discretion, Lessor may take any and all available legal sanctions against the Grand Prize Winner as if he/she were any other Lessee of the Lessor (or Lessor's financing affiliate). Should Lessor (or Lessor's financing affiliate) pursue such legal sanctions, Sponsor will deem the vehicle forfeited by the Grand Prize Winner without further obligation to the Grand Prize Winner and; (a) Grand Prize Winner will be required to return the vehicle to the Lessor (or Lessor's financing affiliate at Lessor's sole discretion); or (b) (provided that Grand Prize Winner is still in possession of the vehicle, as determined by Lessor in their sole discretion) Grand Prize Winner will owe in full payment for all remaining months of the twenty-four (24) month Lease Period in excess of the amount awarded and will be responsible for any and all other damages assessed by Lessor (or Lessor's financing affiliate). In accordance with the terms and conditions of the Lease, all service, parts, materials and repairs in connection with the use and operation of the vehicle during the term of the Lease, including but not limited to gasoline, oil, batteries, tires, tubes, repairs or maintenance arising from any misuse or negligent use of the vehicle, and/or towing are at Grand Prize Winner's expense. All manufacturer's recommended maintenance services found in the Owner's Manual provided by the manufacturer in connection with the use and operation of the vehicle during the Lease term, including all service and maintenance required

by the manufacturer's warranty, will be done or caused to be done by Grand Prize Winner at his/her sole expense at an authorized dealer. In accordance with the terms and conditions of the Lease, the vehicle shall not be used where excessive mileage and/or misuse alters the condition and/or value of the vehicle for resale and the vehicle shall not be used or operated in a negligent, improper or unsafe manner, or in violation of any Law, or in any manner as to void any insurance covering same. No modifications or alterations shall be made to the vehicle during the term of the Lease. To the extent there are any modifications or alterations to the vehicle, including without limitation any replacements, substitutions or additions of parts or equipment to the vehicle, all said items shall be accessions to the vehicle and shall become the sole property of Lessor. Upon expiration or termination of the Lease, Grand Prize Winner shall immediately surrender the vehicle, in the same condition as received (reasonable wear and tear excepted) to the Lessor as further defined in the Lease.

The depiction of a Grand Prize in any advertising or promotional materials or physical display may not reflect the actual vehicle delivered to a Grand Prize Winner. All applicable federal and other local taxes, title, registration, licensee fees, as well as any and all other costs/expenses associated with registering, using, and claiming the vehicle are the sole responsibility of the respective Grand Prize Winner; provided, however, that the \$18,000 award limit per Grand Prize Winner may be applied toward applicable charges set forth in the Lease, including sales taxes, title and registration expenses. THERE ARE NO WARRANTIES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY SPONSOR OR LESSOR TO THE GRAND PRIZE WINNER WITH RESPECT TO THE VEHICLE, EXCEPT FOR ANY MADE BY LESSOR AS SPECIFICALLY CONTAINED IN THE LEASE. NEITHER SPONSOR NOR LESSOR SHALL BE LIABLE FOR ANY LOSS OR DAMAGE TO THE GRAND PRIZE WINNER OR ANY OTHER PERMITTED USER (AS FURTHER DEFINED IN THE LEASE, IF APPLICABLE), NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE OR EQUIPMENT THEREOF, OR BY ANY FAILURE THEREOF, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE. UNDER NO CIRCUMSTANCES SHALL SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER REPRESENTATIONS OR STATEMENTS REGARDING THE VEHICLE, AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE NOR ANY WARRANTY OF MERCHANTABILITY. Grand Prize is taxable as income and all taxes associated with the Grand Prize are the sole responsibility of Grand Prize Winner.

Local Prizes: A total of thirty (30) prize winners at each Metro Diner® location will receive \$500 worth of Metro Diner® gift cards to be used at any Metro Diner® location (each a "Local Prize"). Total approximate retail value ("ARV") of Local Prizes to be awarded per Metro Diner® is \$15,000. Please see a list of Metro Diner® locations at the end of these Official Rules.

Total ARV of all prizes to be awarded is \$1,050,000.

PRIZE RESTRICTIONS: There is a limit of one (1) prize per person for the entire Sweepstakes. Therefore, if an Entrant is a winner of the Grand Prize, he/she is not eligible to win a Local Prize. Prizes cannot be substituted, assigned, transferred except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize with a prize of comparable or greater value if advertised prize should become unavailable. Prize winners are required to comply with any and all applicable federal, state, provincial and local laws, rules and regulations. The prize winners are solely responsible for any taxes on the prize he/she has received, including but not limited to any and all federal, state and local taxes. No more than the number of prizes as set forth in these Official Rules will be awarded.

6. NOTIFICATION: Each potential prize winner will be notified via e-mail or other available contact source provided at the time of entry within two (2) business days of the date in which the potential prize winner is selected (the "Notification"). In order to claim the prize, the potential prize winner must respond to the Notification within the time frame indicated by providing the Required Information or the Required Documents (as defined in the "PRIZE CLAIMS" section below). In the event that: (a) the potential prize winner fails to respond to the Notification; (b) the potential prize winner fails to supply the Required Information or Required Documents; (c) any Notification is returned as undeliverable; and/or (d) it is determined by the Sponsor, in its sole discretion, that the potential prize winner is not eligible in accordance with these Official Rules, such potential prize winner will be disqualified and an alternate prize winner will be selected at random from among all remaining non-winning eligible entries received during the Sweepstakes Period.

7. PRIZE CLAIMS:

Grand Prize: Except where prohibited, potential Grand Prize Winner must sign and return to the Independent Administrator an affidavit of eligibility/release of liability/publicity release (the "Release") and IRS form W-9 in order to claim the Grand Prize (collectively, the "Required Documents") within the time frame indicated in the Notification. If the potential Grand Prize Winner fails to sign and return the Required Documents within the required time period the potential Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate Grand Prize Winner will be selected at random from among all remaining non-winning eligible entries received during the Sweepstakes Period. The Grand Prize is taxable as income and the Grand Prize Winner is solely responsible for any taxes on the Grand Prize, including, but not limited to all applicable federal, state, and local taxes. The Sponsor must report the value of the Grand Prize to the IRS in the year the Grand Prize is received by the Grand Prize Winner and will be reported to the Grand Prize Winner and the IRS in the form of a Form 1099. In the event it is deemed during the verification process that a potential Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor (or any party acting on its behalf) to report the tax liability associated with acceptance of the Grand Prize, a potential Grand Prize Winner will be disqualified and another Grand Prize Winner will be selected from among the remaining non-winning eligible entries received during the Sweepstakes Period. Valid social security numbers will be determined by IRS requirements.

Local Prize: The Notification will request mailing and email address information along with any other required information to confirm the Entrant as a prize winner of a Local Prize (the "Required Information"). A total of three (3) attempts will be made to confirm a Local Prize. If a prize winner cannot be confirmed for a Local Prize that Local Prize will not be awarded.

- 8. GENERAL:** All federal, state, and local taxes on a prize are the sole responsibility of the prize winner, if applicable. By participating in this Sweepstakes, each Entrant agrees: [a] to abide by and be bound by these Official Rules and the decisions of the Sponsor and Independent Administrator which shall be final in all respects relating to the Sweepstakes, including without limitation the interpretation of these Official Rules; [b] to release, discharge and hold harmless Sponsor, its franchisees, licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers, and any other individual or company involved in the development or execution of the Sweepstakes, including the Independent Administrator, from any and all injuries, liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death resulting from his/her participation in the Sweepstakes or their acceptance, use or misuse of a prize; and [c] if a prize winner, to the use of his/her name, voice, image and/or likenesses for advertising, publicity and promotional purposes by Sponsor and Sponsor's subsidiaries and affiliates without further notice or compensation (unless prohibited by law) and, except where prohibited, to execute specific consent to such use if asked to do so. Sponsor, its licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Sweepstakes, including the Independent Administrator, and each of their respective directors, officers, shareholders and employees are not responsible and shall not be liable for; [i] electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction; [ii] unauthorized access to or alterations of entry materials; [iii] technical, network, telephone equipment, electronic, computer, hardware or software malfunctions; or [iv] limitations of any kind or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor and / or Independent Administrator are not responsible for lost, late, incomplete, incorrect, damaged, misdirected, or illegible entries or any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Independent Administrator. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSISTUTE A WAIVER OF THESE PROVISIONS. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the

Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Notice of such action will be posted on the Website. All federal, state and local regulations apply. ENTRANTS AGREE THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR THE PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, IF ANY, BUT IN NO EVENT WILL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

- 9. SPONSOR:** MD Carolinas 3, LLC, 1511 N Westshore Blvd, Ste 750, Tampa, FL 33607.
- 10. INDEPENDENT ADMINISTRATOR:** National Sweepstakes Company, LLC, 1143 East Union St, Newark, NY 14513.
- 11. WINNERS' LIST REQUEST:** To receive the name of the prize winners, send a self-addressed, stamped (business size) envelope to: "Metro Diner® \$1,000,000 Sweepstakes" Winners List Request, PO Box 458, Newark, NY 14513. Requests must be received by March 11, 2022.
- 12. OFFICIAL RULES:** Visit the Metro Diner® Website at <https://metrodiner.com/sweepstakes/> for a copy of these Official Rules during the Sweepstakes Period.

This Sweepstakes shall not be published without written permission by Sponsor.

STATE	LOCATION
ALABAMA	BIRMINGHAM - INVERNESS DOTHAN HUNTSVILLE - AIRPORT MADISON TRUSSVILLE TUSCALOOSA
DELAWARE	CONCORD PIKE MIDDLETOWN NEWARK
FLORIDA	ALTAMONTE SPRINGS BRADENTON CAPE CORAL CASSELBERRY DAYTONA BEACH GAINESVILLE JACKSONVILLE - MANDARIN JACKSONVILLE - ORTEGA JACKSONVILLE - SAN MARCO JACKSONVILLE - SOUTHSIDE JACKSONVILLE BEACH KISSIMMEE - HUNTERS CREEK MELBOURNE ORANGE PARK

	ORLANDO - UNIVERSITY OVIEDO PALM COAST PONTE VEDRA BEACH PORT CHARLOTTE SARASOTA - LOCKWOOD SOUTH TAMPA ST. AUGUSTINE ST. PETERSBURG THE VILLAGES VENICE
GEORGIA	AUGUSTA COLUMBUS SAVANNAH - POOLER
INDIANA	CLEARWATER CROSSING GREENWOOD MISHAWAKA PLAINFIELD
KENTUCKY	LOUISVILLE - JEFFERSON

NORTH CAROLINA	CHARLOTTE - PINEVILLE FAYETTEVILLE HUNTERSVILLE MATTHEWS RALEIGH
OKLAHOMA	OKLAHOMA CITY TULSA HILLS
PENNSYLVANIA	BENSLEM LANGHORNE - OXFORD VALLEY MECHANICSBURG
SOUTH CAROLINA	AIKEN CHARLESTON - WEST ASHLEY
TENNESSEE	MURFREESBORO
VIRGINIA	CHESAPEAKE FREDERICKSBURG SUFFOLK