RED ROBIN'S SCORPION KIT SWEEPSTAKES OFFICIAL RULES NO PURCHASE NECESSARY – PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

ELIGIBILITY: Red Robin's Scorpion Kit Sweepstakes ("Sweepstakes") is open to Entrants who, as of the day of the Sweepstakes, are twenty-one (21) years of age or older and are legal residents of the fifty United States or the District of Columbia ("U.S."). Employees, family members of employees, and children residing with employees, officers or directors of Red Robin International, Inc. ("Sponsor"), or of Sponsor's parent, subsidiaries, franchisees, or affiliates and the advertising or promotions agencies of each are not eligible to enter or win this Sweepstakes. The Sweepstakes is subject to any and all federal, state, and local laws and regulations. Void where prohibited.

<u>Timing:</u> Sweepstakes entries will be accepted starting at 8:00:00 AM Mountain Time on November 1, 2024 and ending at 11:59:59pm Mountain Time on November 3, 2024. (the "Sweepstakes Period"). All entries must be received during this time. Sponsor's computer is the official time-keeping device for the Sweepstakes

How to Enter: To participate, Entrant must text "SCORPION" to 57624, during the Sweepstakes Period. Only one entry per person will be considered a valid entry.

The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to these Rules or specifications may be disqualified at the sole discretion of Sponsor. If Entrant uses fraudulent methods or otherwise attempts to circumvent these Rules, that entry may be removed from eligibility at the sole discretion of Sponsor.

By entering the Sweepstakes, each Entrant agrees to be bound by these Rules, copies of which are available at redrobin.com/m2-giveaway.

Winner Selection, Notification and Verification: Five Winners will be selected by a random draw under the supervision of Sponsor following the close of the Sweepstakes Period. Each Winner will be notified by Direct Email Message within five days following selection. Each Winner will be required to sign and return, via email, an Affidavit of Eligibility (including verification that the winner is twenty-one (21) years of age or older) within ten days of receipt of such Affidavit. If Winner cannot be contacted, is ineligible, fails to claim the prize within ten days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and

all federal, state, and local laws and regulations. ANY VIOLATION OF THESE RULES BY WINNER (AT SPONSOR' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

Prizes: Each Winner of the Sweepstakes (a "Winner") will receive a Scorpion Kit, which is a prize consisting of a custom hoodie, Red Robin seasoning, glass milk carton, scorpion paper napkin, finger tongs, wet wipe and \$75 gift card to Red Robin Gourmet Burgers & Brews, with an Average Retail Value ("ARV") for each Burgertini Kit of \$150. ARV of all prizes: \$750. The specifics of the prize shall be solely determined by Sponsor. No cash or other prize substitution shall be permitted except at Sponsor' discretion. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Sponsor to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Limit of one prize per person/household.

Odds: The odds of winning depend on the number of eligible entries received.

Agreement to Rules: By participating, each Entrant agrees to be fully unconditionally bound by these Rules, and Entrant represents and warrants that Entrant meets the eligibility requirements. In addition, Entrant agrees to accept the decisions of Sponsor as final and binding as it relates to the content of this Sweepstakes.

Terms & Conditions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or any other social media platform on which it is advertised.

Limitation of Liability: Each Entrant agrees to release, discharge, indemnify and hold harmless Sponsor and each of their respective subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error in the administration of the Sweepstakes or the processing of entries.

Disputes: This Sweepstakes is governed by the laws of the state of Colorado, without regard to its conflicts of laws principles. As a condition of participating in this Sweepstakes, Entrant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Colorado. Further, in any such dispute, under no circumstances shall Entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including attorney's fees, other than Entrant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). Entrant further waives all rights to have damages multiplied or increased.

Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Sponsor website. To read the Privacy Policy, visit redrobin.com/privacy-policy.

<u>Winners List Requests:</u> To obtain a copy of the Winner's list or a copy of these Rules, mail your request along with a stamped, self-addressed envelope to: Red Robin International, Inc., 10000 East Geddes Avenue, Suite 500, Englewood, CO 80112, Attention: Privacy Officer. Requests must be received no later than December 1, 2023.

Sponsor: The Sponsor of the Sweepstakes is Red Robin International, Inc., 10000 East Geddes Avenue, Suite 500, Englewood, CO 80112