## 2025 CLUB APPLEBEE'S® NFL DIGITAL GAME ("GAME") OFFICIAL RULES

## NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The sponsor of this Game is Applebee's Services, Inc., 10 W Walnut St., 5th Floor, Pasadena, CA 91103 ("Sponsor").

The administrator of this Game is Genesco Sports Enterprises, 5944 Luther Lane, Suite 500, Dallas, TX 75225 ("Administrator").

- **1. GAME TIMING:** The Game begins on October 6, 2025 at 8:00:00 a.m. Eastern Time ("ET") and ends on January 4, 2026 at 11:59:59 p.m. ET or when all Game Plays (defined below) have been completed, whichever occurs first (the "Game Period"). Game Plays end on January 5, 2026 or when all are completed, whichever occurs first.
- 2. ELIGIBILITY: The Game is open only to legal U.S. residents physically residing in the fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older (nineteen (19) years of age or older if a resident of Alabama or Nebraska) and a member of Club Applebee's®, at the time of entry. Club Applebee's® is free to join and maintain membership, which can be accessed at www.applebees.com. Employees, officers, directors, contractors, agents and representatives of Sponsor, Administrator, the NFL Entities (defined as NFL Properties LLC, National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Enterprises LLC, NFL International LLC, NFL Productions LLC, and each of their respective affiliates, owners, subsidiaries, shareholders, officers, directors, agents, representatives and employees, both individually and collectively), and each of their affiliates, franchisees, franchise employees, agencies, shareholders, officers, directors, members, successors, agents and assigns (hereinafter, collectively, "Released Parties"), and the Immediate Family Members and/or Household Members of such persons, are not eligible to participate in the Game. For purposes of the Game, "Household Members" shall mean those people who share the same residence at least three months a year, whether or not related; "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. Eligibility determinations will be made by Sponsor, in its discretion, and will be final and binding. U.S. law governs this Game. Void where prohibited or restricted by law.
- **3. GAME PLAY EMAIL REQUIREMENT:** To access the Game, you must first obtain a Game email from the Administrator (a "Game Play Email"). There are three (3) ways to obtain Game Play Email as described below.
  - (a) MAKE A PURCHASE AT APPLEBEES.COM OR ON THE APPLEBEE'S MOBILE APP: Between October 6, 2025 at 8:00:00 a.m. ET and January 4, 2026, 11:59:59 p.m. ET, sign into your Account and make a qualifying purchase. Qualifying purchases exclude alcohol, taxes, gratuity, gift card purchases, delivery fees, donations, coupons, bonus cards, discounts, and third-party delivery. Within twenty-four (24) hours following your verified purchase, you will receive a Game Play Email.
  - (b) MAKE A PURCHASE AT YOUR LOCAL APPLEBEE'S LOCATION: Between October 6, 2025 at 8:00:00 a.m. ET and January 4, 2026, 11:59:59 p.m. ET, make a qualifying purchase. Qualifying purchases exclude alcohol, taxes, gratuity, gift card purchases, delivery fees, donations, coupons, bonus cards, discounts, and third-party delivery. For those making a payment using the on-table Ziosk tablet, enter your email address and opt in to the Game as indicated. Within twenty-four (24) hours following your verified purchase, you will receive a Game Play Email. For those not using the Ziosk tablet for payment, scan the code\* on the table tent, complete and submit the online form. Within twenty-four (24) hours following your verified purchase, you will receive a Game Play Email.

\*Participants accessing the online form for the Game by scanning the code must have a smart phone or other web-enabled device with a camera feature or code-reader application and may incur data charges from their wireless service provider for each use of the code, depending on their service plan. Check with your wireless service provider for details on any applicable charges. Participants are solely responsible for

any wireless charges associated with accessing the online form including the downloading and use of the code reader (if applicable).

- (c) NO PURCHASE NECESSARY: To obtain a Game Play Email without making a purchase, hand print your first and last name, complete mailing address (no PO Boxes), daytime phone number, date of birth, and email address on a 3" x 5" index card or piece of paper and place your entry into an outer-mailing envelope with proper postage affixed and mail it to: 2025 Club Applebee's NFL Digital Game Play Request, c/o GSE, PO Box 160, Dept. 25-8129-01, Glencoe, MN 55336-0160 to be received by December 31, 2025. Each mail-in request must be mailed in a separate hand-addressed, postmarked envelope. No photocopied or mechanically reproduced entries accepted. No responsibility is assumed by Sponsor for lost, late, mutilated, illegible, incomplete, misdirected or postage-due mail or entries. Entries become property of Sponsor and will not be returned. For each valid Game Play request, one (1) Game Play Email will be sent to the email address stated within the mail-in request.
- **4. PLAY THE GAME:** Upon receipt of your Game Play Email, follow the instructions within the email to play the Game (a "Game Play"). Once the wheel comes to a stop, the pointer will land in one of the wheel segments and a message will appear on the screen describing the prize or reward you have won. The message will also provide next steps on how to claim your prize or reward. The outcome of each spin is subject to verification.

Prizes and rewards will be assigned by computer randomization in a set order. Participants are eligible to receive the corresponding prize or reward, based on when their Game Play is received and recorded (subject to verification). Any prizes or rewards remaining as of January 6, 2026 will be considered "unclaimed" and will not be awarded for the Game.

**NOTE:** The earliest distribution of Game Play Emails is scheduled for October 7, 2025; accordingly, prizes and rewards will be allocated for the period spanning October 7, 2025 to January 5, 2026.

**Limit one (1) Game Play per person per day.** A "day" is defined as the twenty-four (24) hours between 12:00:00 a.m. ET and 11:59:59 p.m. ET of the same day except for the first day of the Game which will begin at 8:00:00 a.m. ET and end at 11:59:59 p.m. ET.

In the event of a dispute of a participant, the Game Play will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform (other than as stated in these Official Rules), including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Game. The use of any device to automate the Game Play process is prohibited and will lead to disqualification. Additionally, if it is discovered that a participant used multiple email addresses or identities for the purpose of obtaining more than the stated number of Game Plays per day, then such person will be disqualified and any prize or reward won, shall be forfeited. Administrator reserves the right to disqualify anyone not fully complying with the Official Rules.

In the event there is a discrepancy or inconsistency between, any other statements contained in any Game related materials and the Official Rules as posted on the Official Rules URL, the Official Rules as posted on the Official Rules URL shall prevail, govern, and control.

**5. PRIZES:** Please see below for a complete list of prizes and rewards and their Approximate Retail Values (each an "ARV"), Odds of Winning, and any applicable prize/reward conditions. There is no limit to the number of prizes or rewards an eligible individual can win.

Quantity Available	Prize Description	ARV	Odds of Winning
2	"Watch Party #1" (TCL 98" QM6K Series QD-Mini LED QLED 4K UHD Smart TV with Google TV - 98QM6K TV and a \$250 Applebee's Gift Card)	\$3,249.99	1 in 374,000
1	"Watch Party #2" (TCL 75" QM7K Series QD-Mini LED QLED 4K UHD Smart TV with Google TV – 75QM7K and a \$250 Applebee's Gift Card)	\$2,249.99	1 in 748,000
13	Pepsi® Corn Hole Set	\$215.00	1 in 57,539
100	NFL Signed Merchandise	\$200.00	1 in 7,480
20	\$100 Applebee's Gift Card	\$100.00	1 in 37,400
14	EA SPORTS™ Madden NFL 26 Game Code	\$89.99	1 in 53,429

Total ARV of all prizes is \$34,804.83.

REWARDS				
Quantity Available	Reward Description	ARV	Odds of Winning	
7,850	\$0 Delivery on Applebee's purchases for a Year (Tax, gratuity, and service fees excluded)	\$155.48	1 in 96	
20,000	Free Appetizer (excludes Classic Combo and Ultimate Trio) with purchase of \$15 or more	Up to \$10.67	1 in 38	
50,000	Free Dessert with purchase of \$15 or more	Up to \$6.99	1 in 15	
50,000	50% off an Appetizer (excludes Classic Combo & Ultimate Trio)	Up to \$5.33	1 in 15	
100,000	\$5 off \$30	\$5.00	1 in 8	
300,000	Free Fountain Drink with purchase of \$15 or more	Up to \$3.49	1 in 3	
200,000	\$3 off \$15	\$3.00	1 in 4	
20,000	\$0 Delivery on next Applebee's purchase (Tax, gratuity, and service fees excluded)	\$2.99	1 in 38	

Total ARV of all rewards is up to \$4,256,718.00.

## **Prize/Reward Conditions**:

- **For NFL Signed Merchandise:** Merchandise and player signatures shall be determined by Sponsor, in Sponsor's sole discretion.
- For Gift Cards: Subject to terms and conditions as set by issuer. For FAQs and Help, visit <a href="https://www.applebees.com/en/gift-cards">https://www.applebees.com/en/gift-cards</a>.

- For EA SPORTS<sup>TM</sup> Madden NFL 26 Game Code: Winners will receive their choice of gaming platform (Xbox Series X/S or PlayStation 5). Winner must have either an Xbox Series S or X or a PlayStation 5 to use the prize. EA SPORTS<sup>TM</sup> NFL 26 ESRB Rating: E for Everyone with users interact, in-game purchases (includes random items). Visit <a href="https://www.esrb.org">www.esrb.org</a> for rating information.
- For Free Food or Fountain Drink: Must be redeemed within thirty (30) days of issue date. One-time use. Not valid with other coupons or discounts. One coupon per table, per visit including split checks. Free Food or Fountain Drink rewards only valid when you spend \$15 or more, excluding alcohol, tax, gift cards, discounts, gratuity and other fees. Not valid on third party delivery sites. Other restrictions may apply.
- **For \$0 Delivery Prizes:** Only applicable to purchases made on Applebees.com or Applebee's Mobile App orders; not available to use on third party delivery providers. Tax, gratuity, and service fees excluded.
- For \$X off Rewards: Must be redeemed within thirty (30) days of issue date. One-time use. Not valid with other coupons or discounts. One coupon per table, per visit including split checks. May not be applied to alcohol, taxes, gratuity, gift card purchases, delivery fees, donations, coupons, bonus cards, discounts or third-party delivery charges.

Each winner is solely responsible for all federal, state and/or local taxes. Winners cannot assign or transfer any prize or reward to another person. No cash alternatives or prize/reward substitution is allowed except at the discretion of Sponsor. If a prize or reward cannot be awarded due to circumstances beyond the control of the Sponsor, a substitute prize or reward of equal or greater retail value may be awarded. Other restrictions may apply. Any depictions of prizes and/or rewards are for illustrative purposes only. All federal, state and local taxes on the value of the prize or reward are the responsibility of the winner. Any other costs and expenses associated with the receipt or use of any prize or reward is solely the winner's responsibility. An IRS form 1099 will be issued if required by law.

**6. WINNER NOTIFICATION:** Depending on the prize or reward you won (and as indicated below), you may receive an email from the Administrator at the email address associated with your Game Play containing further instructions on how to claim your prize or reward. You will be required to respond to the email within seventy-two (72) hours from time email was sent. Failure to reply within this timeframe may result in forfeiture of the prize or reward.

If applicable (as determined by Sponsor in Sponsor's sole discretion), a potential winner will be required to complete, sign and return an IRS Form W-9 (including their social security number) and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within seventy-two (72) hours beginning at the time the Administrator emailed documents to the potential winner. Failure to complete or return the required documents within the specified time may result in forfeiture of the applicable prize. Each participant represents that he or she will provide accurate and truthful information to Sponsor in connection with eligibility verification.

For the following prizes, in addition to the winning message provided at the outcome of the Game Play, potential winners will receive an email from the Administrator containing a request for their mailing address (no PO Boxes). Prizes will be shipped to winners within eight (8) weeks of winner verification:

- Watch Parties (TV and \$250.00 Applebee's Digital Gift Card) *Note: TV will be shipped to winner's street address and the gift card will be emailed to winner's email address associated with the winning Game Play.*
- Pepsi® Corn Hole set
- NFL Signed Merchandise
- \$100 Applebee's Gift Card

For the following prize, in addition to the winning message provided at the outcome of the Game Play, potential winners will receive an email requesting their gaming-platform choice (PlayStation or Xbox).

• EA SPORTS<sup>TM</sup> Madden NFL 26 Game Code

For the following rewards, a unique code will be presented within the winning message presented on your screen after your Game Play is complete.

- \$0 Delivery on Applebee's purchases for a Year
- Free Appetizer (excludes Classic Combo and Ultimate Trio) with purchase of \$15 or more
- Free Dessert with purchase of \$15 or more
- 50% off an Appetizer (excludes Classic Combo & Ultimate Trio)
- \$5 off \$30
- Free Fountain Drink with purchase of \$15 or more
- \$3 off \$15
- \$0 Delivery on next Applebee's purchase

7. DISCLAIMER: Game Play Emails are void if not obtained through authorized, legitimate channels, or if any part is tampered with in any way, or if Game Play Emails contain or are the result of printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for a regular official Game Play Email is limited to replacement with a free official Game Play Email. Game Play Emails may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded or obtained through any source other than through the method described in these Official Rules. All submitted Game Plays/Game Play Requests become property of Sponsor and will not be returned.

In no event will more prizes or rewards be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes or rewards are claimed than are intended to be awarded according to these Official Rules, the intended number of prizes and rewards will be awarded in a random drawing from among all purportedly valid claims received for a given prize or reward category. Prizes and rewards that are unclaimed, unredeemed, or returned as undeliverable will not be awarded.

8. CONDITIONS OF PARTICIPATION/RELEASES: All federal, state and local laws and regulations apply. By participating, each participant (including each winner) agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. By participating, each participant (including each winner) shall indemnify, defend and hold harmless the Released Parties, and Instagram and Meta, from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Game; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize or reward, including without limitation, personal injury, death and property damage arising therefrom. Each participant (including each winner) agrees to authorize the Sponsor, the NFL Entities, and their respective designees to use their name, likeness, photo, social media profile/handle (if requested), biographical data, city and state of residence in advertising, marketing, programming or promotional materials, worldwide in perpetuity, and on a winners' list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (a) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the prize or reward or resulting from acceptance, possession or use of a prize or reward including participation in any activity related thereto, or from participation in the Game; (b) telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (c) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (d) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible mail-in Game Play requests, communications or affidavits (if any), regardless of the method of transmission; (e) any inability of winner to accept or use any prize or reward (or portion thereof) for any reason and such prize or reward, or portion thereof, shall be forfeited; or (f) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Game. Released Parties disclaim any liability for damage to any computer system and/or mobile device resulting from participating in or accessing or downloading information in connection with this Game. The failure of Released Parties to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of

the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Game (or any portion of the Game) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper play of the Game and, in such situation, will select the winners in a random drawing from among all eligible non-suspect Game Play Emails distributed (and not yet played) prior to and/or after such action or in such manner as deemed fair and appropriate by the Sponsor. Sponsor may prohibit participant from participating in the Game or winning a prize or reward if, in its sole discretion, it determines participant is attempting to undermine the legitimate operation of the Game by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GAME MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE GAME. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY PARTICIPATING IN THE GAME, PARTICIPANT 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 GAME, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY. SO THE ABOVE MAY NOT APPLY TO YOU.

**9. DISPUTES AND ARBITRATION:** This Game is governed by the laws of the United States and the State of California, without respect to any choice of law or conflict of law principles that would result in the application of any law other than that of California. As a condition of participating, each participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Game, shall be resolved in accordance with the arbitration provision set forth below.

Any and all disputes, claims and causes of action arising out of, or connected with, this Game, including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that the Game, or any part thereof, is invalid, illegal or otherwise voidable (or void), shall be settled by binding arbitration in Los Angeles County, California, 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 California law consistent with the federal arbitration act and applicable statutes of limitations and shall honor claims of privilege recognized at law. 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 (60) 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 participant'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.

**10. PRIVACY POLICY:** Sponsor's use of your personal information is subject to the privacy policy located at <a href="https://www.applebees.com/en/privacy-policy">https://www.applebees.com/en/privacy-policy</a>. Any communication between entrant and Administrator or

Sponsor regarding the Game (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names may be included in a publicly-available winners' list.

**11. WINNERS' LIST:** For the names of the prize winners, send a self-addressed, stamped envelope by February 6, 2026 to: 2025 Club Applebee's NFL Digital Game Winners' List, PO Box 130, c/o GSE, Dept. 25-8129-01, Glencoe, MN 55336-0130.

Participants irrevocably waives all claims against the NFL Entities and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Game or the prizes or rewards awarded. The NFL Entities have not offered or sponsored this Game in any way.

This Game is in no way sponsored, endorsed or administered by, or associated with Meta or Instagram. Any questions, comments or complaints regarding this Game shall be directed to the Sponsor and not to Meta or Instagram.

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