

NOTE: As of October 11, 2024, the end date of the Promotion has been extended to November 10, 2024 and the expiration date for Offers has been extended to November 15, 2024.

Hardee's Biscuit Break Promotion OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: Hardee's Biscuit Break Promotion (the "**Promotion**") takes place from October 1, 2024 at 12:00:01 a.m. Eastern Time ("**ET**") to November 10, 2024 at 11:59:59 p.m. ET (the "**Promotion Period**"). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of CKE Restaurants Holdings, Inc., 6700 Tower Circle, Suite 1000, Franklin, TN 37067 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents residing in the fifty (50) United States and Washington D.C., who are eighteen (18) years of age and older are eligible to participate. Employees, officers and directors of Sponsor, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win an offer. Promotion is void where prohibited by law.

HOW IT WORKS: During the Promotion Period, go to <https://secure.cataboom.com/direct/hardees-biscuit-break> (the "**Website**"). At the Website, follow the on-screen instructions to complete the registration form in its entirety and play the game. Once you have finished the game, your score will determine what offer you have won as follows:

- Score 0-3 = a coupon good for 10% off your next purchase of any Biscuit Combo ordered through the Hardee's My Rewards App
- Score 4-7 = a coupon good for 25% off your next purchase of any Biscuit Combo ordered through the Hardee's My Rewards App
- Score 8-10 = a coupon good for 50% off your next purchase of any Biscuit Combo through the Hardee's My Rewards App

Everyone who plays will receive one (1) of the offers noted above. Offers will be delivered as digital fulfillment codes on screen at the conclusion of game play and via email. Offers expire November 15, 2024. In order to claim an offer, winner must have a Hardee's My Rewards account and have downloaded the Hardee's My Rewards App from the applicable App store. Registering for the My Rewards program and the My Rewards App are free. For more information, visit <https://www.hardees.com/myrewards>. Data charges may apply to downloading the App.

Limit one (1) offer per person per day. Limit of one (1) offer level (e.g. one (1) 10% off coupon, one (1) 25% off coupon, and one (1) 50% off coupon) per person throughout the Promotion Period. For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 a.m. ET and ending twenty-four (24) hours later at 11:59:59 p.m. ET. You may play the game as many times as like for fun, but will only receive one (1) offer per day.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor's Privacy Policy available at <https://www.hardees.com/privacy-policy>.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: 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, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR OFFER. A PARTICIPANT IS NOT A WINNER OF ANY OFFER, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any offer furnished by third parties in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH OFFERS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Winners shall be solely responsible for all federal, state, and/or local taxes (if any), and the reporting consequences thereof, and for any other fees or costs associated with the applicable offer.

GENERAL: Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any offer, including, without limitation, to such offer's quality or fitness for a particular purpose, its value, the ability to re-sell such offer, or that the offer will continue to function or be displayed as intended. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due

submissions or offer notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, 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. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select any remaining winner(s) in a random drawing from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TENNESSEE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.