

FINAL

**DENNY'S® 70TH ANNIVERSARY EVERYDAY GIFT CARD
GIVEAWAY**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT
IMPROVE YOUR CHANCES OF WINNING.**

INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED.

Open only to legal residents of forty-eight (48) contiguous United States and Washington, D.C., who are 18 years of age or older and members of Denny's Rewards program, prior to date of entry. See Rule 6 below for complete restrictions on eligibility. Void in Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, U.S. Military installations in foreign countries and where prohibited or restricted by law.

†If you are not currently a member, you may join Denny's Rewards program without charge at <https://www.dennys.com/account/signup> by providing your name, e-mail address and other required information.

- 1. Giveaway Schedule:** July 25, 2023 at 12:00:01 a.m. Eastern Time ("ET") – October 2, 2023 at 11:59:59 p.m. ET ("Giveaway Period"). Denny's Inc.'s (also referred to herein as "Sponsor") computer is the official clock for all purposes of the Giveaway.

- 2. How To Enter:**

During the Giveaway Period, visit <https://www.dennys.com/70thanniversarygiveaway> ("Giveaway Web Site") and complete the Giveaway entry form with all required information, including your name, e-mail address and mailing address. (Be sure to provide the same e-mail address that you used when signing up for the Denny's Rewards program; be careful in providing your mailing address as this address will be used to notify you if you are selected as a prize winner as discussed below.)

By participating in the Giveaway, you accept and agree to abide by and be bound by these Official Rules and the decisions of Sponsor and Promotional Resources Group LLC (also referred to as "Administrator"; the independent judging agency for the Giveaway), which are final and binding in all respects.

The provision of personal information when entering is governed by Denny's Inc.'s privacy policy, accessible at <https://www.dennys.com/privacy>. Among other topics, the privacy policy addresses how Denny's Inc. will use one's personal information and with which entities and under what circumstances Denny's Inc. will share one's personal information with other parties. Persons should carefully review the privacy policy BEFORE providing any personal information or entering the Giveaway.

Proof of transmission of completed entry form does not constitute proof of receipt of same or proof of entry in the Giveaway.

Sponsor and Administrator may acknowledge receipt of entry but any such acknowledgment is not binding upon either entity beyond indicating that the completed entry form was received. Without limitation, the acknowledgment does not constitute any representation that the entry is eligible for the Giveaway or was selected as a prize winner in the Giveaway.

There is a limit of one (1) entry per person. Violation of this limit will result in only the initial entry being accepted (if eligible.) However, should Sponsor or Administrator determine that a given individual has engaged in repeated, egregious or blatant violations of the entry limit (for example, by use of automated, programmed or similar means or use of third party sweepstakes subscription services), Sponsor/Administrator reserve the right to disqualify such individual from the Giveaway altogether. In addition, such conduct may constitute tampering as discussed in Rule 9 below.

Should a dispute arise as to the identity of an entrant, the entry shall be deemed to be submitted by the person who is the authorized account holder of the e-mail account provided when signing-up for the Denny's Rewards program. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses. Any dispute as to the identity of entrant shall be resolved by Sponsor in its sole discretion.

Accessing the Giveaway Web Site and entering the Giveaway via mobile device may result in the imposition of wireless Internet access fees and/or other charges as per the wireless carrier's billing policy. It is recommended that one review their wireless carrier's rate plan **before** utilizing a mobile device to access the Giveaway Web Site and enter the Giveaway. All such fees are the sole responsibility of the participant. Wireless Internet access is not available in all areas or on all mobile devices.

3. **Random Drawing:** Winners will be selected via random drawing, with a separate random drawing for each day of the Giveaway Period. Each day's random drawing will consist of all eligible entries received on that

day and any eligible entries received from preceding day(s) of the Giveaway Period, as applicable. (Eligible entries WILL be retained for random drawing[s] for subsequent day[s] of the Giveaway Period.)

Random drawings will be conducted by Administrator according to the following schedule:

| Days of Giveaway Period | Random Drawing Date (On/About) |
|--------------------------------------|--------------------------------|
| July 25 – 30, 2023 | August 2, 2023 |
| July 31, 2023 – August 6, 2023 | August 9, 2023 |
| August 7 – 13, 2023 | August 16, 2023 |
| August 14 – 20, 2023 | August 23, 2023 |
| August 21 – 27, 2023 | August 30, 2023 |
| August 28, 2023 – September 3, 2023 | September 7, 2023 |
| September 4 – 10, 2023 | September 13, 2023 |
| September 11 – 17, 2023 | September 20, 2023 |
| September 18 – 24, 2023 | September 27, 2023 |
| September 25, 2023 – October 2, 2023 | October 6, 2023 |

In order to receive prize, winner must still be a member of Denny's Rewards program at the time of prize award.

4. **Winner Notification:** Winners will be notified via postal mail. If winner cannot be contacted for any reason (including undeliverable mail whether due to incorrect, incomplete address information or any other reason) or if winner is determined by Sponsor/Administrator to be ineligible or not in full compliance with these Official Rules, prize will be forfeited without compensation of any kind and an alternate winner may be selected from among all remaining eligible entries received for the affected day's random drawing.
5. **Prizes/Odds of Winning:** (70 in total, 1 per day of Giveaway Period) \$25 Denny's Gift Card which is redeemable at any participating Denny's restaurant location in the United States.

Total Retail Value of All Prizes: \$1750.

Use of Gift Card is subject to the Gift Card Terms and Conditions (accessible at <https://www.dennys.com/gift-cards>); without limitation, **Gift Card will NOT be replaced if lost or stolen.** In addition, funds cannot be loaded onto Gift Card; Gift Card does not expire and is not subject to

maintenance, dormancy or service fees. Gift Card cannot be redeemed for cash except where required by applicable law.

There is a limit of three (3) prizes per household.

No prize substitution except by Sponsor in its sole discretion for prize of equal value. Prize is not transferable. Prize must be accepted as awarded.

Winner is solely responsible for any and all unspecified expenses in conjunction with prize acceptance and use as well as for any taxes incurred as a result of prize award.

Odds of winning depend on the total number of eligible entries received for a given day's random drawing.

6. Additional Conditions of Eligibility: The following persons are also not eligible to enter or win:

- Employees, officers and directors of Sponsor, its subsidiaries, affiliates, franchisees or distributors; Administrator; Stored Value Solutions; and other entities in any way involved in the design, production, development or implementation of the Giveaway;
- the immediate family (defined as: parent, child, sibling, spouse; regardless of where they live) and same household members (whether related or not) of the above.

7. Release of Liability:

BY PARTICIPATING, ENTRANT INDEMNIFIES, RELEASES AND AGREES TO HOLD HARMLESS SPONSOR, ITS FRANCHISEES, ADMINISTRATOR, STORED VALUE SOLUTIONS (AND AS APPLICABLE), THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES, AND THE DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, SHAREHOLDERS, EMPLOYEES, SUCCESSORS AND ASSIGNS OF ANY OF THE ABOVE ORGANIZATION AND ANY ENTITIES INVOLVED IN THE DEVELOPMENT, PRODUCTION, DESIGN AND IMPLEMENTATION OF THE GIVEAWAY FROM ANY AND ALL LIABILITY ARISING FROM PARTICIPATING IN THE GIVEAWAY, ANY GIVEAWAY-RELATED ACTIVITY AND/OR THE ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE (IF APPLICABLE).

8. Release of Publicity:

To the fullest extent permitted by law, acceptance of prize constitutes the winner's agreement to the use of their

name, address (city, state), likeness, photograph, other indicia of persona and/or statements made by winner regarding the prize, the Giveaway or the Sponsor for advertising/publicity/trade purposes by Sponsor without further compensation or review, approval or notice of any kind.

9. Limitations of Liability:

Sponsor and Administrator assume no responsibility for:

- any incomplete, incorrect or inaccurate information whether caused by tampering, hacking or by any of the equipment or programming associated with or utilized in the Giveaway or by any technical or human error of any kind;
- any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of the Giveaway Web Site or any entry;
- any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of electronic transmissions on account of technical problems or traffic congestion on the Internet affecting the Giveaway Web Site or entering the Giveaway;
- late, lost, illegible/garbled, inaccessible, incomplete, damaged, misdirected, corrupted, jumbled, improperly recorded or unrecorded entries, regardless of cause, all of which are void‡; and
- any damage to entrant's or any third party's computer or mobile device (or the data stored thereon) caused directly or indirectly in whole or in part by participation/attempted participation in the Giveaway.

‡Notwithstanding the foregoing, should an entrant not receive an entry into one or more random drawing(s), the liability of Sponsor and Administrator shall be limited to the provision of an entry in such random drawing(s) if determined by Sponsor and Administrator in their sole discretion to be feasible; and, if determined not to be feasible, then Sponsor and Administrator shall not have any liability of any kind.

In the event of any inconsistency between these Official Rules and the content of any promotional/advertising materials for the Giveaway, these Official Rules shall prevail, govern and control.

Sponsor's/Administrator's failure to enforce any provision of these Official Rules in any given instance shall not constitute the waiver of such provision.

Force Majeure. If, for any reason, the Giveaway (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway (or any part thereof), Sponsor reserves the right in its

sole discretion to cancel, terminate, modify or suspend the Giveaway and, if deemed to be feasible in its sole discretion, to conduct the Giveaway and select the prize winner(s) for affected random drawing(s) from among all eligible entries

received for such affected random drawing(s) prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted by Sponsor on the Giveaway Web Site.

CAUTION: ANY ATTEMPT TO TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY OR TO DEFRAUD SPONSOR OR ADMINISTRATOR AS TO THE CONDUCT OF THE GIVEAWAY CONSTITUTES TAMPERING IN VIOLATION OF THESE OFFICIAL RULES AS WELL AS A POSSIBLE VIOLATION OF CIVIL AND/OR CRIMINAL LAW. IN SUCH CASE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH PERSON FROM THE GIVEAWAY (IF APPLICABLE); AND SUSPEND OR TERMINATE SUCH PERSON'S DENNY'S REWARDS PROGRAM MEMBERSHIP (AGAIN, IF APPLICABLE). IN ADDITION, SPONSOR AND/OR ADMINISTRATOR EACH RESERVE THE RIGHT TO SEEK ALL AVAILABLE LEGAL REMEDIES AGAINST PERSONS DETERMINED TO BE ENGAGED IN SUCH CONDUCT.

10. DISPUTE RESOLUTION/GOVERNING LAW:

To the fullest extent permitted by law, by participating in the Giveaway, you agree:

- that any action at law or in equity arising out of or relating to these Official Rules or this Giveaway shall be filed exclusively in the federal or state courts in Spartanburg, South Carolina;
- to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, waiving any right of change of venue, *forum non conveniens* or the like;

- that any such action shall be resolved individually, NOT as part of a class action;
- that any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred (if any), with all other forms of damages, remedies and relief being expressly waived, and under no circumstances will you be awarded attorneys' fees; and
- these Official Rules and this Giveaway shall be governed by the substantive laws of South Carolina (i.e., without regard to the choice of law/conflict of law principles of South Carolina or of any other jurisdiction).

11. Winners' List:

For the names of winners (first name, last initial; city/state), send a self-addressed, stamped envelope to: DENNY'S 70TH ANNIVERSARY GIVEAWAY WINNERS, P.O. Box 411, Tenafly, NJ 07670. Requests must be received no later than October 13, 2023. Winners' list will be available after November 1, 2023.

12. SPONSOR: DENNY'S INC., 203 E Main Street, Spartanburg, SC 29319.

13. ADMINISTRATOR: PROMOTIONAL RESOURCES GROUP LLC, Boca Raton, FL 33433.

ABBREVIATED RULES:

NO PURCHASE NECESSARY. Must be a U.S. resident, who are 18 years or older at the time of entry. Internet access & valid email address required. Void in AK, HI & where prohibited. Must be Denny's Rewards member (if not member, you may join for free). Limit one (1) entry per person. Sweepstakes begins 7/25/2023 at 12:00:01 A.M. ET & ends 10/2/2023 at 11:59:59 P.M. ET. Odds of winning depend on the number of eligible entries received for each day's drawing. See Official Rules at <https://www.dennys.com/70thanniversaryofficialrules> for full details including how to enter and prizes. Sponsor: Denny's, Inc., Spartanburg, SC 29319.