

# **AARP Rewards Five Guys Game**

## **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### **Eligibility:**

AARP Rewards Five Guys Game (the "Instant Win Game") is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old at the time of entry and have joined AARP Rewards. The Instant Win Game is void in Puerto Rico, Guam, United States Virgin Islands, and where prohibited. Employees of AARP ("Sponsor"), Merkle Inc. ("Administrator"), partner vendors involved in the AARP Rewards Program, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

### **Agreement to Official Rules; Entrants Will Be Disqualified for Violations:**

Participation constitutes each entrant's full and unconditional agreement to these official rules ("Official Rules"). The Instant Win Game is subject to all applicable federal, state and local laws and regulations. Sponsor's and Administrator's decisions are final and binding in all matters related to the Instant Win Game. Winning the prize is contingent upon fulfilling all the requirements set forth herein. Participation in the Instant Win Game constitutes entrant's full and unconditional agreement to these Official Rules.

### **Sponsor/Administrator:**

Sponsor: AARP, 601 E. Street NW, Washington, DC 20049. Administrator: Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2000, Southfield, MI 48075.

### **Timing:**

The Instant Win Game begins on September 7, 2026 at 12:00 a.m. Eastern Time ("ET") and ends on September 13, 2026 at 11:59 p.m. ET the ("Promotion Period"). Administrator's servers are the official time-keeping devices for the Instant Win Game.

### **How to Enter:**

There are 2 ways to enter:

### **Redeem AARP Rewards Points**

During the Promotion Period, log in to your AARP Rewards account. Follow the links and instructions to proceed to the Rewards Catalog. Locate the Instant Win Game and follow the directions to redeem the required number of Rewards Points and you will receive 1 Instant Win Game play. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation.

### **Enter without Redeeming Rewards Points**

During the Promotion Period, log into your AARP Rewards account. Next, visit [https://sweeps.aarp.org/26q3instantwin/oamoe\\_entry?game=5BCA61D0-9268-11F1-B21C-C6CA0AB52061](https://sweeps.aarp.org/26q3instantwin/oamoe_entry?game=5BCA61D0-9268-11F1-B21C-C6CA0AB52061) and follow the instructions to complete and submit the registration form, including your name, full mailing address, and a valid email address. You will automatically receive 1 Instant Win Game play for an Five Guys prize and the results will be instantly displayed.

### **Entry Limits:**

Each entrant may play 1 time each "Day" (defined as 12:00 a.m. ET through 11:59 p.m. ET) during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

### **Winning Plays Subject to Verification:**

All potential winning plays are subject to verification by Sponsor or Administrator, whose decisions are final and binding. An entrant is not a winner of any prize, even if the Instant Win Game should so indicate, unless and until entrant's eligibility and the potential winning play have been verified and entrant 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, is void, and will not be honored.

## **Instant Win Game Prize Selection and Winner Requirements:**

Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding. There will be 200 random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize offered for this calendar day. Each potential winner will be notified by email with prize claim instructions, if any, including the requirement to complete and return Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") (this includes an IRS W-9 form) if the value of the prize is equal to \$2,000 or more (or if the cumulative value of all prizes won through the AARP Rewards Program in a calendar year is equal to \$2,000 or more), which must be received by Administrator within 5 days of the date notice or attempted notice is sent, in order to claim the prize. If the winner is a minor in his/her jurisdiction, a parent or legal guardian must complete the Declaration. Winners of prizes will only be required to complete 1 Declaration each calendar year for prizes won through chance-based games included in the AARP Rewards Catalog. If the total value of prizes won is \$2,000 or more, winner will receive 1 IRS Form 1099 reflecting the total value of all prizes awarded during the calendar year. If any potential winner cannot be contacted or fails to sign and return the Declaration of Compliance, Liability and Publicity Release (when applicable) or provide any other requested information within the required time period, or if prize is returned as undeliverable potential winner forfeits the prize. Unclaimed prizes will not be awarded.

## **Prizes:**

### **Quantity, Description and Approximate Retail Value ("ARV"):**

- **200 Prizes:** Each winner will receive a \$10 Five Guys egift card. Terms and conditions apply. ARV: \$10. Terms & Conditions: Your use of this card constitutes acceptance of the following terms and conditions: Your Five Guys eGift Card may be used, up to the balance of the card, to purchase food or drinks at participating Five Guys restaurants. The eGift Card is not redeemable for cash except where and as required by law. It is not reloadable. Please safeguard your eGift Card number. The bearer is responsible for its loss or theft. It cannot be replaced or replenished if lost, stolen, or used without authorization, except as required by law.

### **Total ARV:**

The total ARV of all available prizes offered in the Instant Win Game is \$2,000.

### **Odds of Winning:**

Odds of winning an Instant Win Game prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays.

**Additional Prize Terms:**

Prizes are non-transferable, and no substitution will be made except as provided in the Sponsor's sole discretion should the prize become unavailable. In this case, a prize of equal or greater value will be offered. Winners are responsible for all taxes and fees associated with prize receipt and/or use. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prize will be fulfilled digitally within 48 hours after the winner is confirmed. Limit of 1 prize per person. Administrator will respond to customer service inquiries regarding the prize code for up to 1 year from code fulfillment.

**Release:**

By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Instant Win Game and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

**Publicity:**

Except where prohibited, participation in the Instant Win Game constitutes each winner's consent and grant to Sponsor and its agents to use the following information about the winner (to the extent provided by winner as part of the entry or winner confirmation process): winner's name, city, state, likeness, photograph, Instant Win Game entry, social handle and photo, voice, opinions and/or prize information for promotional advertising or other purposes, in any media without further notice, review, approval, payment or other consideration. Sponsor is not obligated to use any of the above-mentioned information or content but may do so and may edit these materials at its sole discretion, without further obligation or compensation. Sponsor will not use any of the above mentioned information in a manner that is inconsistent with its Privacy Policy or applicable law.

**General Conditions:****Sponsor's Right to Modify or Cancel:**

Sponsor reserves the right to cancel, suspend and/or modify the Instant Win Game, including but not limited to fulfillment of the prize(s), where any of the following "Issues" occur:

- Fraud;

- Technical failures;
- Human error;
- Any other factor that impairs the integrity or proper functioning of the Instant Win Game; or
- Any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, widespread illnesses, declarations of war, acts of God, acts of terrorism) that interferes with any aspect of the Instant Win Game, as determined by Sponsor in its sole discretion.
- Where one or more of the above Issues occurs, Sponsor will make reasonable efforts to award all remaining Instant Win Game prizes by conducting a random drawing from among all eligible entries received up to the date of the Issue; and/or modify the prizes offered.

#### **Sponsor's Right to Disqualify Entrants:**

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Instant Wins Game, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Instant Wins Game may be a violation of criminal and civil law and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **Sponsor's Right to Limit Prizes Awarded to the Number Stated in these Official Rules:**

In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent than the number of prizes offered in these Official Rules, Administrator and Sponsor reserve the right to award only the stated number of prizes through a random drawing from among those entrants who were notified, confirmed to be eligible and where applicable, took the required action(s) to claim the prize.

#### **Limitations of the Scope of Responsibility:**

The Released Parties are not responsible for:

- Any incorrect or inaccurate information either provided by entrants or caused by printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game;
- Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software;

- Unauthorized human intervention in any part of the Instant Win Game, including but not limited to the entry process;
- Technical or human error which may occur in the administration of the Instant Win Game, including but not limited to the processing of entries;
- Late, lost, undeliverable, damaged or stolen mail; delayed or misdirected entries or failure to receive entries due to limitation of third-party social network platforms;
- Entries that are erroneously deleted, lost or destroyed or corrupted. In this case, entrants sole remedy is to take the required actions to receive another entry(s) in the Instant Win Game, if it is possible; or
- Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Instant Win Game or to the receipt, use, inability to use or misuse of any prize.

### **Disputes:**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Instant Win Game, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

### **Severability:**

If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then:

- The validity, legality and enforceability of such provision as applied to any other particular facts or circumstances and the other provisions of these Official Rules shall not in any way be affected or impaired thereby; and
- Such provision shall be enforced to the maximum extent possible.

In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

**Entrant's Personal Information:**

Information collected from entrants is subject to [Sponsor's Privacy Policy](#).

**Winner List:**

See this [winner list](#) for the Instant Win Game winners. The winner list will be posted after winner confirmation is complete.

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