LEGAL TERMS AND CONDITIONS OF SITE USE

Posted May 1, 2012

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BY POSTING TEXT, PHOTOGRAPH, OR VIDEO CONTENT TO THE SITE EITHER DIRECTLY OR THROUGH A THIRD PARTY SERVICE, YOU AGREE AND HEREBY INDEMNIFY WHITE CASTLE FROM ANY AND ALL DAMAGES WHICH MAY ARISE, DUE TO YOUR FAILURE TO FULFILL AND COMPLY WITH THE WARRANTIES AND REPRESENTATIONS SET FORTH HEREIN, FROM WHITE CASTLE'S USE, ALTERATION, REPRODUCTION, SALE, OR DISTRIBUTION OF THE CONTENT IN ANY COMMERCIAL OR NONCOMMERCIAL MANNER.

The above Terms and Conditions relating to user content may be generally summarized in part in the official rules of contests, promotions, or special events that require entrants to submit photos, videos, or other content. To the extent of any conflict or inconsistency between these Terms and Conditions and similar language regarding user content in the official rules of such contests, promotions, or other special events, these Terms and Conditions shall control.

Digital Millennium Copyright Act Notice.
We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and in our sole discretion, we may remove or disable access to material on our websites or hosted on our systems that may be infringing or the subject of infringing activity.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

Deborah Patton Cline
c/o White Castle Management Co.
555 West Goodale Street, Columbus, OH 43215
Phone Number: **(614) 559-2577**
Email: **clined@whitecastle.com** or **lambertp@whitecastle.com**

If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work's copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

Contests, Promotions, and Special Events.
From time to time, White Castle will hold contests, promotions, or special events for which separate terms and conditions are applicable. Such contests, promotions, or special events may or may not be linked to or run through the Site. Regardless of the context in which such a contest, promotion, or special event is promoted, administered, or held, please review the terms and conditions and privacy statements particular to all such contests, promotions, or special events, as they may differ in meaningful ways from the Terms and Conditions set forth herein.

Participation in contests, promotions, or special events subject to these Terms and Conditions require potential entrants to register as a member of the White Castle Craver Nation. All persons shall, upon registering to become members of Craver Nation as described above, be required to submit certain information, including but not limited to the following: (i) email address; (ii) profile username; (iii) zip code, (iv) birthday; (v) gender; (vi) phone number; (vii) favorite White Castle location, and (viii) date they became a Craver (when they first liked White Castle).

Email Notifications.
Craver Nation members may set their member profile to opt-in to receive (i) emails regarding promotions, contests, sweepstakes and contest voting/entry sharing information specific to Craver Nation, or (ii) White Castle emails regarding promotions, contests, sweepstakes and contest voting/entry sharing information. Email addresses are not shared with any third party, and White Castle does not sell any information collected from Craver Nation members. Any Craver Nation member may unsubscribe from any email list described above at any time by selecting the unsubscribe option in an email received as a result of being included in such a list, or by editing their membership profile, and may cancel and remove their membership profile upon email request to White Castle.

No Confidentiality.
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Jurisdiction and Venue.
You and White Castle agree that the laws of the State of Ohio will apply to all matters arising from or relating to use of this Site, whether for claims in contract, tort, or otherwise, without regard to conflicts of laws principles. You and White Castle also agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Franklin County, Ohio with respect to such matters.

Entire Agreement.
These Terms and Conditions constitute the entire agreement between you and White Castle with respect to your use of this Site and supersede all prior or contemporaneous communications and proposals, whether oral, written, or electronic, between you and White Castle with respect to this Site. If any provision(s) of these Terms and Conditions are held invalid or unenforceable, those provisions shall be construed in a manner consistent with

applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect.

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