Employee Discount Policy

The employee discount policy is intended as a benefit for Cracker Barrel employees and offers all eligible employees the right to purchase Cracker Barrel restaurant and retail products at a discount. Whenever this policy uses the term "employee" it means all employees (managers, hourly, home office, etc.)

Eligibility: All active employees who have been continuously employed for 30 days are eligible to participate in the discount program, irrespective of hours worked or scheduled. Employees hired from fiscal month 2 through fiscal month 5 (roughly September through December) will receive the employee discount effective the day after hire. Employees of other concepts (e.g. Maple Street Biscuit Company) are only eligible to participate in the program if they are employed by Cracker Barrel and not the individual concept. An employee's eligibility to participate in the discount program will terminate automatically on his or her last day of employment.

Amount of Discount; Maximums: The amount of this discount is 35% off all eligible retail and restaurant purchases, subject to the following limitations and maximums:

- For all restaurant purchases there is a \$35 maximum discount amount for any single ticket (i.e., 35% of \$100).
- Employees are limited to \$1,000 in total discounts per calendar quarter (\$4,000 annually).
 - Employees who exceed the \$1,000 per quarter limit will lose their ability to make further discounted purchases until the next calendar year.
- An employee may not split a single ticket into separate tickets to avoid this limit.
 However, if more than one employee who has a discount is participating in the
 event/meal, then they may split the ticket to enable each of them to use their
 respective discounts to the maximum effect so long as each of them separately
 pays their respective ticket.
- The discount may not be used on any retail items that have been marked down 70% or more.

Verification, Payment, and Returns: Employees must follow the rules below:

• To claim the discount, employees must furnish the Retail Sales/GSS employee with a valid government-issued photo ID and their employee ID number.

- Employees must be physically present during each transaction where the discount is being claimed and must request his/her discount before the transaction is rung up.
- The employee, their spouse, or their dependent child must pay for any transaction when the discount is used. (If the employee is a minor, then the employee's party may pay.)
- Employees may not use the discount on meal purchases already subject to a discount or online purchases (use of the Rewards program is permitted).
- An employee may only receive a refund of a retail item on which the discount was
 used if the employee submits the original purchase receipt. Returns without a
 receipt may be handled through a merchandise credit or rejected, as determined by
 the store's General Manager, at his or her discretion.

Additional Rules:

- Managers, Shift Leaders and Retail Sales/GSS employees may not ring in their own transactions when using the discount. Another authorized employee must ring in such transactions.
- Hourly employees may only use their discount while they are off-duty. They can, however, use their discount to purchase retail food products while they are on break. When employees use their employee discount while working, discounted shift meals and retail purchases must be on separate tickets.
- Please save your receipt for retail purchases to display at end-of-shift bag checks, as applicable.
- Employees may not (and may not ask other employees to) take retail items off the floor or "hold" them for later purchase using the discount.
- Employees may not apply their discount to:
 - Employee meal purchases (i.e., any meals which are already subject to a discount);
 - Purchases of gift cards, whether issued by Cracker Barrel or a third party, (but employees may apply the discount to purchases of food or merchandise that are paid for entirely or partially with a Cracker Barrel gift card);
 - Online purchases (i.e., orders or payments made on a company website); or
 - Food and merchandise at concepts other than Cracker Barrel (e.g., Maple Street Biscuit Company).
- Employees may not barter their discount or use it as a form of payment to third parties in exchange for goods or services. For example, if an employee has a friend

who is a photographer, the employee may not agree to use the discount to buy food or merchandise for the friend in exchange for receiving free or discounted photographs.

From time to time, the Company may exclude certain retail or restaurant items form the discount program and/or create blackout periods when the discount is suspended or modified for restaurant and retail purchases. The discount program is a program which the company offers on a voluntary basis. At the company's absolute discretion, the company may terminate the program or modify any aspect of the program (including the eligibility requirements, the amount of the discount and any other rules or limitations set forth in this policy) without prior notice to employees. No employee has any "right" to a discount at any time, and the discount is not intended to constitute part of an employee's compensation under applicable law.

Employees who violate this policy or engage in improper use or abuse of the discount will be disciplined up to and including termination.