

SONNY'S BAR-B-Q SURVEY SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR PARTICIPATE IN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ONE GRAND PRIZE WINNER WILL BE CHOSEN FOR EACH MONTH OF THE SWEEPSTAKES. THE SWEEPSTAKES BEGINS AT 12:01 AM (ET) ON TUESDAY, DECEMBER 27, 2011 AND ENDS AT 11:59 PM ON TUESDAY, MARCH 27, 2012.

- 1. HOW TO ENTER:** There are two (2) ways to enter the sweepstakes: (1) Enter the sweepstakes www.tellsonnys.com or www.talktosonnys.com (the "Website") and enter the code from the guest receipt and complete the online survey questions (an "Online Entry"); the appropriate website to take the survey will be listed on the guest receipt or (2) Print your name, address, telephone number, email address and age on a 3" x 5" piece of paper or index card and send completed entry to the following address: **Sonny's Survey Sweepstakes, c/o Sonny's Franchise Company, Attn. Public Relations Department, 2605 Maitland Center Parkway, Suite C, Maitland, Florida 32751** (a "Postal Entry"). **The Survey Sweepstakes consists of three (3) different sweepstakes and one (1) sweepstakes winner for each sweepstakes. A sweepstakes winner will be determined on or about the last day of January 2012, on or about the last day of February, 2012, and on or about the last day of March, 2012 (each a "Monthly Sweepstakes"). All entries for a Monthly Sweepstakes must be received by the 20th of such calendar month to be eligible to participate in the Monthly Sweepstakes for such month. Entries received from December 21, 2011 through January 20, 2012 are eligible for the January Monthly Sweepstakes only; entries received from January 21, 2012 through February 20, 2012 are eligible for the February Monthly Sweepstakes only; and entries received from February 21, 2012 through March 20, 2012 are eligible for the March Monthly Sweepstakes only.**

2. No mechanically reproduced entries or illegible, incomplete, forged or altered entries will be accepted. Sonny's Franchise Company is not responsible for: (i) late, lost, stolen, damaged, garbled, delayed, postage due, misaddressed, or misdirected entries or mail; (ii) technical, hardware or software malfunctions, lost or unavailable network or internet connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this sweepstakes; (iii) the incorrect or inaccurate capture of information whether caused by Website users, tampering, hacking or by any equipment or programming associated with or used in the sweepstakes; (iv) errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the sweepstakes; (v) theft, loss, or destruction of, or damage to, an Online Entry or Postal Entry, in whole or in part; (vi) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in an entrant's e-mail account to receive e-mail messages; and (vii) any other factors beyond the reasonable control of Sonny's Franchise Company. Each entrant assumes all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Online Entry or Postal

Entry. Each entry must be mailed or submitted separately. Limit of one (1) entry per person per Monthly Sweepstakes. All entries become the exclusive property of Sonny's Franchise Company and will not be returned.

PRIZES AND ODDS: One grand prize will be awarded for each Monthly Sweepstakes. Each Monthly Sweepstakes grand prize winner will receive one (1) Sonny's gift card in the amount of \$250. Odds of winning are determined by the number of eligible entries received. Sonny's Franchise Company reserves and retains the right to substitute prizes of equal or greater value. ARV: \$250.00 (U.S. dollars) per monthly grand prize.

3. **ELIGIBILITY:** The sweepstakes is open to individual natural persons who are legal residents of the United States of America or the District of Columbia and eighteen (18) years of age or older as of the beginning of the sweepstakes, except for employees and their immediate families (spouse, parents, children, stepparents, stepchildren and siblings, as well as members of the same household) of (i) Sonny's Franchise Company (and its parent organizations, subsidiaries, franchisees, affiliates, directors, officers, owners, advertising and promotion agencies, and agents), or (ii) any organization responsible for or participating in sponsoring, fulfilling, administering, advertising or promoting this sweepstakes or supplying the prizes, and their respective parent organizations, subsidiaries, franchisees, affiliates, directors, officers, owners, advertising and promotion agencies, and agents. Further, the winner of any Monthly Sweepstakes is not eligible to participate in or win any other Monthly Sweepstakes. Proof of eligibility may be required. **Limit one (1) entry per person per Monthly Sweepstakes; anyone who submits multiple entries is subject to disqualification.**

4. **SELECTION OF WINNERS:** Winners will be determined from among all eligible entries received, by a random drawing to be conducted on or about the last day of each month (i.e., on or about the last day of January, February and March respectively), by a representative of Sonny's Franchise Company, whose decisions are final on all matters relating to this sweepstakes. Winners will be notified by mail and/or phone no later than two weeks after each Monthly Sweepstakes drawing.

Prizes are not redeemable for cash and may not be transferred or substituted. If by reason of a printing or other error, more prizes are claimed than the number set forth in these official rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised prizes will be awarded.

5. **VERIFICATION OF WINNER AND DELIVERY OF PRIZE:** Winners may be required to sign an Affidavit of Eligibility and Liability Release and, where permitted, a Publicity Release. Prizes may be awarded to alternate winners selected randomly from other eligible entries if: a required Affidavit/Release is not returned within ten (10) days after mailing to a winner; any winner fails to meet the eligibility requirements set forth herein; a prize notification letter or prize are returned as undeliverable; two (2) attempts to contact a winner by phone are unsuccessful; or a winner declines the prize.

6. **DISPUTE RESOLUTION**

(a) Informal Dispute Resolution. Prior to filing any arbitration proceeding pursuant to paragraph 6(b) hereof, the party intending to file such a proceeding shall notify the other party in writing of the existence and the nature of the dispute. The parties each agree that within two (2) business days of the other party's receipt of such notice, a representative of each party shall meet for a minimum of one (1) eight (8) hour day, or such shorter period of time if the dispute is more quickly resolved, in Orlando, Florida in order to attempt to amicably resolve the dispute. If such informal dispute resolution attempts prove to be unsuccessful, the notifying party may initiate the dispute resolution procedures available as set forth herein. Each party shall bear its own costs associated with the meeting and in no event shall either party be liable to the other for any costs or expenses incurred as a result of such meeting.

(b) Arbitration. Except as provided in paragraph 6(c) with respect to injunctive proceedings, and paragraph 6(a) with respect to informal dispute resolution, all controversies, disputes or claims arising between the parties arising out of or related to the sweepstakes shall be submitted promptly for arbitration to be conducted in Orlando, Florida, and administered by the American Arbitration Association. Such arbitration proceedings shall be resolved by a single arbitrator selected by mutual agreement of the parties. If the parties are unable to agree on the appointment of the arbitrator to resolve the dispute within thirty (30) days from the date when the request for arbitration initially has been communicated to the other party, such appointment shall be made by the American Arbitration Association. The arbitrator shall have the right to award or include in the award any relief deemed proper under the circumstances, including attorneys' fees and costs incurred by the prevailing party. The award and decision of the arbitrators shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction. The parties waive any right to sweepstakes the validity or enforceability of such award.

(c) Injunctive Relief. The parties acknowledge that violation of these official rules would cause irreparable harm that would not be adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief will be available to prevent any actual or threatened violation of such provisions.

7. **GENERAL:** This sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. The sweepstakes shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida, including all matters of construction, validity and performance, without giving effect to its conflict of laws provisions. Taxes and fees, if any, are the sole responsibility of each winner. Each winner may be required to sign an IRS form 1099 or the equivalent. By participating in this sweepstakes, each entrant accepts the conditions stated in these sweepstakes rules, agrees to be bound by the decisions of the representative(s) of Sonny's Franchise Company, and warrants that he or she is eligible to participate in the sweepstakes. Sonny's Franchise Company reserves the right, in its sole discretion, to disqualify any entrant from this sweepstakes or any other promotion conducted now or in the future by Sonny's Franchise Company and its parent organizations, subsidiaries, franchisees, affiliates, directors, officers, owners, advertising and promotion agencies, and agents, if such entrant tampers with the entry process or if such entrant's fraud or misconduct affects the integrity of the sweepstakes. Sonny's Franchise

Company reserves the right to cancel, terminate or modify the sweepstakes should any virus, bug, tampering, technical failure, unauthorized human intervention or other cause beyond Sonny's Franchise Company's control corrupt or affect the administration, security, fairness or proper conduct of the sweepstakes. Sonny's Franchise Company is not liable to a winner or to any other person for failure to supply the prize described herein (or any part thereof) by reason of such prize (or any portion thereof) becoming unavailable or impracticable to award for reasons beyond the reasonable control of Sonny's Franchise Company, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause beyond the reasonable control of Sonny's Franchise Company. Each entrant agrees to hold harmless and indemnify Sonny's Franchise Company and its parent organizations, subsidiaries, franchisees, affiliates, directors, officers, owners, advertising and promotion agencies, and agents (together, the "Indemnified Parties"), from any and all liability, loss or damages or causes of action arising from or in connection with such entrant's participation in or receipt or use of any prize awarded in the sweepstakes. Each entrant agrees to the use of his or her name, likeness, biographical data, and/or voice in any and all advertising, promotions, and other publicity conducted by the Indemnified Parties in any medium without additional authorization, compensation or remuneration to the extent permitted by law. Sonny's Franchise Company is responsible only for delivery of the prizes, and not for use, utility, quality or otherwise.

8. **NAMES OF WINNERS:** To obtain the names of the sweepstakes winners, send a self-addressed, stamped envelope to: Sonny's Survey Sweepstakes, c/o Sonny's Franchise Company, Attn. Public Relations Department, 2605 Maitland Center Parkway, Suite C, Maitland, Florida 32751. Requests must be received by Monday, October 31, 2012. Names of all monthly winners will be provided.

9. **SPONSOR:** Sonny's Franchise Company, 2605 Maitland Center Parkway, Suite C, Maitland, Florida 32751.