

**Smashburger® Sin City Sweepstakes  
OFFICIAL RULES**

**No Purchase Required to Enter or Win**

**Purchase Will Not Improve Chances of Winning**

1. ABOUT THE SWEEPSTAKES: During the period beginning 10:00 am eastern time (ET) on Friday, January 21, 2011 and ending at 11:59:59 pm ET on Sunday, March 6, 2011 (the "Promotion Period"), eligible persons will be able to enter for a chance to win a grand prize drawing, and entries received by no later than 11:59:59 pm ET on February 27, 2011 will also be entered for a chance to win a weekly prize drawing as described in these Official Rules. In addition, persons who meet certain additional eligibility criteria described in these Official Rules will be able to enter local prize drawings.

2. THE WEEKLY PRIZE DRAWINGS: Beginning January 24, 2011 and continuing on each of the following six (6) Mondays through February 28, 2011, the Sponsor will conduct a Weekly Prize Drawing (a total of seven (7) such drawings). In each Weekly Prize Drawing, the Sponsor will randomly select a winner from all eligible entries received during the week (Monday – Sunday) immediately preceding the drawing date. For example, the winner of the Weekly Prize Drawing conducted on January 24, 2011 will be randomly selected from all eligible entries received from 12:00 am ET on Friday, January 21, 2011 through 11:59:59 pm ET on Sunday, January 23, 2011; the winner of the Weekly Prize Drawing conducted on January 31, 2011 will be randomly selected from all eligible entries received from 12:00 am ET on Monday, January 24, 2011 through 11:59:59 pm ET on Sunday, January 30, 2011; etc. Each winner of a Weekly Prize Drawing (each a "Weekly Winner") will receive 52 certificates, each redeemable at any Smashburger® restaurant, for a combo meal (one sandwich or salad entrée, one side, and one non-alcoholic, fountain beverage) offered and sold in that Smashburger® restaurant. Taxes and gratuity not included. The approximate retail value of each certificate is \$8.00. All certificates expire on and must be redeemed by December 28, 2011.

3. THE GRAND PRIZE DRAWING: On or about March 13, 2011, the Sponsor will conduct a random drawing from all eligible entries received during the entire Promotion Period, including all entries eligible for the Weekly Prize Drawings and the Local Drawings (see paragraph 4 below). One winner, randomly selected (the "Grand Prize Winner"), will receive a grand prize package (the "Grand Prize Package") consisting of: (1) roundtrip economy airfare for two (2) people from any airport in the continental United States to Las Vegas, NV (subject to a maximum airfare for both people, in the aggregate, of \$1,500); (2) a two-night stay for two (2) people at a 4-star hotel in Las Vegas, NV (standard room, double occupancy, subject to a maximum value of \$1,000); (3) use of a limousine and driver from a limousine company in Las Vegas, NV, for up to four (4) consecutive hours to take the Grand Prize Winner and his/her guest from their Las Vegas hotel to a Smashburger® restaurant in Las Vegas, NV and to tour Las Vegas; and (4) \$1,000 cash. The Grand Prize Package has an estimated retail value of \$4,000 and expires on and must be used before December 28, 2011. Taxes not included. The components of the Grand Prize Package are not separable and must be used together, as a package. Hotel, flights and limo are subject to availability and subject to the rules of the applicable hotel, airline and limo companies. Some restrictions may apply.

4. LOCAL WINNERS: In addition to the Weekly Prize Drawings and the Grand Prize Drawing described above, persons who meet the general eligibility requirements described in paragraph 5 below and the special eligibility requirements described in this paragraph will be automatically be entered in the local drawings described below. The Sponsor will conduct six (6) local drawings (the "Local Drawings") on or about March 13, 2011 for

prizes to be awarded to entrants meeting special eligibility requirements (each a "Local Prize Winner"). Each Local Prize Winner will receive 52 certificates, each redeemable at designated Smashburger® restaurants, for a combo meal (one sandwich or salad entrée, one side, and one non-alcoholic, fountain beverage) offered and sold in that Smashburger® restaurant. Taxes and gratuity not included. The approximate retail value of each certificate is \$8.00. All certificates expire on and must be redeemed by December 28, 2011.

- a. Arizona: One Local Prize Winner (the "Arizona Winner") will be randomly selected from among all eligible entries received during the Promotion Period from persons who either (1) received their entry code from a Smashburger restaurant in Arizona or (2) received their entry code by mail and have a return mailing address in Arizona (see paragraph 6 below for details on how to receive an entry code). The certificates awarded to the Arizona winner will be valid and may be redeemed only in Smashburger restaurants operating in and around Phoenix, Arizona.
- b. New Jersey: Five (5) drawings - one for each of the five (5) Smashburger restaurants operating in New Jersey (each a "New Jersey Restaurant Drawing") - will be held to randomly select a Local Prize Winner from each of the five (5) Smashburger restaurants operating in New Jersey. In each New Jersey Restaurant Drawing, a local prize winner (each a "New Jersey Winner") will be randomly selected from all eligible entries received during the Promotion Period from persons who either (1) received their entry code from the restaurant identified in the particular New Jersey Restaurant Drawing or (2) received their entry code by mail, had a return mailing address in New Jersey, and identified that particular New Jersey restaurant on their entry code request. The certificates awarded to each New Jersey Winner will be valid and may be redeemed only in the specific New Jersey Smashburger restaurant identified in the particular New Jersey Restaurant Drawing in which the winner was randomly selected.

5. ELIGIBILITY: The Weekly Prize Drawings and the Grand Prize Drawing are open only to legal residents of the 50 United States and the District of Columbia ("U.S.") who are 21 years of age or older at time of entry, who have "liked" the Smashburger Facebook page at the time of the winner announcement, and who otherwise comply with these Official Rules. In addition to satisfying the general eligibility requirements described in the preceding sentence, entrants in the Local Drawings (see paragraph 4) must meet the special eligibility requirements described in paragraph 4 above. Employees, officers, directors, agents and contractors of Smashburger Franchising LLC, its parents, subsidiaries, affiliates, franchisees, advertising and promotion agencies, suppliers, and members of the immediate families (spouse, children, parents, siblings) and persons living in the same household (whether or not related) of such employees, officers, directors, agents and contractors are not eligible.

6. HOW TO ENTER: To enter, visit any Smashburger® restaurant from January 17, 2011 through February 27, 2011, and an entry code will be printed on your purchase receipt. For a list of Smashburger Restaurants, visit [www.smashburger.com/locations.php](http://www.smashburger.com/locations.php) (the "Web Site"). To receive an entry code without visiting a Smashburger restaurant or without purchase, send a stamped, self-addressed envelope to Sin City Promotion, Smashburger, 1515 Arapahoe Street, Tower 1, 10<sup>th</sup> Floor, Denver, CO 80202. If you have a return mailing address in New Jersey and wish to be entered into a New Jersey Drawing, identify in your entry code request one of the five (5) Smashburger restaurants operating

in New Jersey. All requests to receive an entry code by mail must be received by the Sponsor by no later than February 27, 2011.

Once you have received an entry code, go to [www.facebook.com/Smashburger](http://www.facebook.com/Smashburger) and click on the "Sweepstakes" tab. Then enter the requested information, including your entry code, name, age and email address. Entrants must be the registered subscriber on the Facebook account or email account from which the entry is made. Entries for each Weekly Prize Drawing must be received by Sponsor's server by no later than 11:59:59 pm ET on the Sunday preceding the Weekly Prize Drawing (see paragraph 2 for details). Entries for the Grand Prize Drawing must be received by Sponsor's server by no later than 11:59:59 pm ET on March 6, 2011. Sponsor's server is the official clock for this promotion. Each entry received by February 27, 2011 will be automatically entered into the Weekly Prize Drawing for the week in which the entry is received. All entries received during the entire Promotion Period will automatically be entered into the Grand Prize Drawing and, subject to complying with the special eligibility requirements described in paragraph 4, into the Local Drawings. Eligible persons may enter as often as they wish during the Promotion Period, but limit one entry per entry code.

7. WINNERS: Winners will be notified by mail or email using the information provided on the sweepstakes entry. If a winner cannot be located, does not respond to Sponsor's notification after two (2) attempts, is determined to be ineligible, or cannot accept the prize as stated, the prize will be forfeited in its entirety and awarded to an alternate winner. Odds of winning will be determined by the number of entries received. Decisions of the Sponsor shall be final and binding in all respects and in all matters relating to this promotion. Prizes may not be transferred, redeemed for cash or substituted by the winners, but Sponsor reserves the right to substitute any prize with a prize of equal or greater value should the prize awarded become unavailable. Each drawing is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

8. GENERAL: All taxes on prizes and expenses relating to acceptance and use of prizes and not specified are the sole responsibility of winners. By participating, entrants (and their parent/legal guardian if entrant is a minor in his/her jurisdiction of residence) agree (a) to these Official Rules, and (b) **to release, discharge, indemnify and agree to hold harmless Sponsor, Facebook, their respective advertising and promotion agencies and all of their respective parents, affiliates, subsidiaries, agencies, agents and representatives and all of their respective employees, officers and directors (individually and collectively the "Released Parties") from any liability or responsibility whatsoever for any claims, costs, injuries, losses or damages (whether due to negligence or otherwise) of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss of or destruction of property, or rights of publicity or privacy), arising out of or in connection with the promotion or from their acceptance, possession, use or misuse of any prize, or participation in the promotion or any promotion related activity or travel related activity.** All winners, by acceptance of the designated prize, agree to the announcement/use of name, voice, image and/or likeness, at any time or times, for trade, advertising, publicity and promotional purposes without compensation (unless prohibited by law) by Sponsor and those acting pursuant to Sponsor's direction, in all media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agree to execute specific consent to such use if asked to do so. In no event will the Released Parties be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Each winner (and winner's parent/legal guardian if winner is a minor in his/her jurisdiction of residence) will be required to complete an affidavit of eligibility, liability and (where

legal) publicity release, which must be returned within the time period specified by Sponsor or the prize may be forfeited. If a winner is not of the age of majority in his/her state of residence, the prize may be awarded in the name of or to a parent or legal guardian (as solely determined by Sponsor) who must execute all documents and agree to all undertakings of winner set forth in these Official Rules, or the prize may be forfeited. The Released Parties are not responsible and shall not be liable for: a) telephone, electronic, hardware or software or program, network, or Internet or computer malfunction, or any communications accessibility, availability or lines, or technical errors of any kind or for any human error which may occur in the processing of entries, or the incorrect or inaccurate capture of entry or other information, or the failure to capture, or loss of, any such or similar information; b) failed, incomplete, garbled, corrupted or delayed computer transmissions; c) lost, late, misdirected, mutilated, incomplete, illegible entries or postage-due mail, entries or email; or d) any condition caused by events that may cause the promotion to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the promotion or any portion thereof should computer hardware or software malfunctions (such as but not limited to virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures) or any other causes corrupt the administration, security or proper play of the promotion, and select the winners from entries received prior to the action taken or in such other manner as deemed fair and appropriate by Sponsor.

9. **ADDITIONAL CONDITIONS:** The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Web Site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or technical error or unauthorized access to the Web Site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the promotion or Web Site; to be acting in violation of the Official Rules; to be acting in violation of the terms of the Web Site, or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person. The Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials or programs or software to any computer, or downloading materials from or use of any web site. Any use of robotic, automatic, macro, programmed, third party, or like entry methods, will disqualify all entries using such methods. Sponsor will not be required to award more than the stated number of prizes. Entry information and entries become property of Sponsor.

10. **DISPUTES:** Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without regard for

conflicts of law doctrine, and all proceedings shall take place in the County of Denver, State of Colorado.

11. WINNERS LIST: For a list of winners, visit [www.facebook.com/smashburger](http://www.facebook.com/smashburger) through March 31, 2011, or email your request to [pr@smashburger.com](mailto:pr@smashburger.com) or mail a self addressed, stamped envelope to Sin City Promotion, Smashburger, 1515 Arapahoe Street, Tower 1, 10<sup>th</sup> Floor, Denver, CO 80202, in either case, to be received by Sponsor by December 28, 2011.

Sponsor: Smashburger Franchising LLC, 1515 Arapahoe Street, Tower 1, 10<sup>th</sup> Floor, Denver, CO 80202

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, and you understand that you are providing your information to the Sponsor and not to Facebook. The information collected on the entry forms will be used for purposes of this promotion and, if clicked by the entrant, for purposes of marketing to the entrant the products and services offered by Smashburger restaurants.