



**Smashburger® Windy City Sweepstakes  
OFFICIAL RULES**

**No Purchase Required to Enter or Win**

**Purchase Will Not Improve Chances of Winning**

**Void Where Prohibited by Law**

1. ABOUT THE SWEEPSTAKES: During the period beginning 10:00 am eastern time (ET) on Monday, September 26, 2011 and ending at 11:59:59 pm ET on Sunday, October 30, 2011 (the "Promotion Period"), eligible persons will be able to enter for a chance to win a grand prize drawing. In addition, all eligible entries received during the Promotion Period will be entered for a chance to win a second-tier prize drawing as described in these Official Rules.

2. THE GRAND PRIZE DRAWING: On or about October 31, 2011, the Sponsor will conduct a random drawing from all eligible entries received during the entire Promotion Period, including all entries eligible for the 2<sup>nd</sup> Tier Prize Drawings (see paragraph 3 below). One winner, randomly selected (the "Grand Prize Winner"), will receive a grand prize package (the "Grand Prize Package") consisting of: (1) a voucher for roundtrip airfare for two (2) people on Southwest Airlines (subject to a maximum airfare for both people, in the aggregate, of \$800)\*; (2) a two-night stay for two (2) people at a 4-star hotel in Chicago, IL (standard room, double occupancy, subject to a maximum value of \$1,000); and (3) \$1,000 cash.

\*Prize includes roundtrip air travel on Southwest Airlines (subject to Southwest Airlines terms and conditions; certain restrictions may apply). No blackout dates. Airline tickets awarded will be open origination and open destination and will expire on 3/31/2012. Approximate Retail Value: \$400/ea. Tickets issued by Southwest Airlines will bear the date of issue and the date of expiration. Expiration dates will not be extended, and tickets will not be refundable or redeemable for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets may not be sold to a third party. **Tickets valid on Southwest-operated, published, scheduled service only from the airport nearest the winner's residence served by Southwest Airlines. If the Grand Prize Winner does not live in a city served by Southwest Airlines, he/she is responsible for transportation to the nearest airport served by Southwest Airlines.** No substitutions are allowed.

The Grand Prize Package has a total estimated retail value of \$2,800 and expires on and must be used before April 3, 2012. 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.

3. THE 2<sup>ND</sup> TIER PRIZE DRAWINGS: Each Tuesday, Wednesday, Thursday and Friday beginning Tuesday September 27, 2011 and ending Friday October 28, 2011, the Sponsor will conduct a 2<sup>nd</sup> Tier Prize Drawing (a total of 20 such drawings). In each 2<sup>nd</sup> Tier Prize Drawing, the Sponsor will randomly select a winner from all eligible entries received from 12:00 am ET on Monday September 26, 2011 through 11:59:59pm on the day immediately preceding the drawing date. For example, the winner of the 2<sup>nd</sup> Tier Prize Drawing conducted on September 30, 2011 will be randomly selected from all eligible

entries received from 12:00 am ET on Monday, September 26, 2011 through 11:59:59 pm ET on Thursday, September 29, 2011; the winner of the 2<sup>nd</sup> Tier Prize Drawing conducted on October 7, 2011 will be randomly selected from all eligible entries received from 12:00 am ET on Monday, September 26, 2011 through 11:59:59 pm ET on Thursday, October 6, 2011; etc. Each winner of a 2<sup>nd</sup> Tier Prize Drawing (each a "2<sup>nd</sup> Tier Winner") will receive a prize depending on the day of the week on which his/her entry is selected as follows:

- Tuesdays: \$5 Smashbucks (a gift certificate good for \$5.00 toward the purchase of any item available for sale at a Smashburger® restaurant)
- Wednesdays: BOGO token (a token which allows the bearer to receive one free item having a value equal to or less than the value of the item purchased); approximate value of \$8. The BOGO token expires and must be used by November 30, 2011. Taxes and gratuity not included
- Thursdays: 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 31, 2012
- Fridays: \$25 Smashbucks (a gift certificate good for \$25.00 toward the purchase of any item available for sale at a Smashburger® restaurant)

No 2<sup>nd</sup> Tier Prize can be converted to cash. The Sponsor reserves the right to substitute cash or other items equal in value to any 2<sup>nd</sup> Tier Prize. Once an entry is selected as a 2<sup>nd</sup> Tier Prize Winner, that entry will be ineligible to participate in any subsequent 2<sup>nd</sup> Tier Prize Drawings but will be entered in and will be eligible to win the Grand Prize Drawing.

4. 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. 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.

5. HOW TO ENTER: To enter, visit any Smashburger® restaurant from September 26, 2011 through October 30, 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 Windy City Promotion, Smashburger, 1515 Arapahoe Street, Tower 1, 10<sup>th</sup> Floor, Denver, CO 80202. All requests to receive an entry code by mail must be received by the Sponsor by no later than October 10, 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 2<sup>nd</sup> Tier Prize Drawing must be received by Sponsor's server by no later than 11:59:59 pm ET on the day preceding the particular 2<sup>nd</sup> Tier Prize Drawing (see paragraph 3 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 October 30, 2011. Sponsor's server is the official clock for this promotion. All entries received during the entire Promotion Period will automatically be

entered into the Grand Prize Drawing and, subject to the restrictions in paragraph 3 above, into the 2<sup>nd</sup> Tier Prize Drawings. Eligible persons may enter as often as they wish during the Promotion Period, but limit one entry per entry code.

6. **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.

7. **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.

8. **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.

9. **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.

10. **WINNERS LIST:** For a list of winners, visit [www.facebook.com/smashburger](http://www.facebook.com/smashburger) through October 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.