



# Lee's Famous Recipe Chicken Big Game Giveaway OFFICIAL RULES

## 1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

## 2. Eligibility

The Lee's Famous Recipe Chicken Big Game Giveaway (this "Promotion") is open only to individual persons (each, an "Entrant") who are legal residents of the contiguous United States (the "Territory") and are 18 years or older as of the beginning of the Promotion Period (as defined below). Limit one entry per person, per e-mail address, per telephone number and per household. Multiple entries submitted by an Entrant, or any effort by an Entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify all entries of that Entrant. Entries generated by a script, macro or other automated means are void. Entrants who disregard these Official Rules are ineligible to win. Officers, directors, employees, contractors, representatives and agents of Lee's Famous Recipes, Inc., Lee's Advertising Cooperative, Inc., licensees of the Lee's Famous Recipe trademark and franchisees of the Lee's Famous Recipe brand (collectively "Lee's Famous Recipe Chicken") and each of their respective immediate families and household members are not eligible to enter this Promotion.

## 3. How to Enter

This Promotion begins at 12 AM Central Standard Time ("ET") on Sunday December 6th, 2009 and ends at 12 AM CST (the "End Time") on Saturday January 16th, 2010 (the "Promotion Period"). To enter this Promotion, go to the [www.leesfamousrecipe.com](http://www.leesfamousrecipe.com) (the "Promotion Website"), complete the online entry form and click "submit". Entries must be received by the End Time on the last date of the Promotion Period. Lee's Famous Recipe Chicken is not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Promotion.

Lee's Famous Recipe Chicken is not responsible for any misdirected, lost, late, inaccurate or incomplete entries, and such entries will be void. Lee's Famous Recipe Chicken is not responsible for: (1) any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections or availability, (2) garbled or jumbled transmissions, (3) Internet accessibility, availability or traffic congestion, (4) unauthorized human intervention or (5) the incorrect or inaccurate capture of entry information or the failure to capture any such information. All entries and other materials submitted by Entrants in connection with this Promotion become the property of Lee's Famous Recipe Chicken and will not be returned or acknowledged. Proof of sending or submission will not be deemed to be proof of receipt by Lee's Famous Recipe Chicken. By entering this Promotion, unless prohibited by law, each Entrant grants to Lee's Famous Recipe Chicken the right to use, display, distribute or publish such Entrant's name, likeness, photograph, voice, address (city and state), biographical information, and any material based thereon or derived there from, or to refrain from so doing, in any manner in any and all media, whether now known or hereafter devised, anywhere in the world in perpetuity in connection with this Promotion or as Lee's Famous Recipe Chicken otherwise determines in its sole discretion, and for purposes of advertising or trade in promoting or publicizing Lee's Famous Recipe Chicken, its products and/or services, without compensation. Acceptance of a Prize constitutes a waiver of any claims to compensation, royalties, or other remuneration for such use.

## 4. Prizes

Lee's Famous Recipe Chicken will choose one (1) grand prize winner (the "Prizewinner"). Prizewinner will receive one (1) \$2,000.00 gift card to one of the following retail locations: Best Buy, Circuit City or Wal-Mart. Winner can choose which retail location to receive the gift card. There will only be one (1) gift card purchased. Winner will also receive a catering for 25 people from the Lee's Famous Recipe location within closest proximity to the location where the winner request the catering held. Catering items provided are to the discretion of the Lee's Famous Recipe Chicken location providing the catering and are subject to product availability. If the Lee's Famous Recipe Chicken location does not offer catering service, a Lee's Famous Recipe Chicken Gift Card in the amount of \$250.00 will be provided to the Prizewinner. Prizewinner will have until March 31, 2010 to redeem catering prize. Date of catering is subject to availability. The prize cannot be substituted, exchanged or transferred.

All other expenses not mentioned herein, including without limitation, transportation, taxes and gratuities, are the responsibility of the Prizewinner.

If selected Prizewinner is unable to accept prize or can not be reached on dates specified, by January 29, 2010, the selected Prizewinner will forfeit the prize and another Entrant will be selected from among Entries received to be the Prizewinner.

## 5. Drawing and Odds of Winning

Prizewinner will be selected in a random drawing from among all eligible Entries received, to be held on January 17, 2010. Drawing shall be conducted by Lee's Famous Recipe Chicken whose decisions are final and binding with respect to all aspects of this Promotion. The odds of winning a prize will be determined by the number of eligible entries received.

## 6. Prize Winners

Each potential Prizewinner and his/her entry shall be subject to verification and the requirements of these Official Rules. Lee's Famous Recipe Chicken will notify Prizewinner by telephone and/or email. Entrant agrees that Lee's Famous Recipe Chicken may broadcast such notification live and/or recorded in various media. Lee's Famous Recipe Chicken will require Prizewinner to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, "Affidavit"). If a Prizewinner does not respond to the prize notification within 24 hours, is found to be ineligible, fails to execute any documentation required by Lee's Famous Recipe Chicken and/or a prize is returned as undeliverable, Lee's Famous Recipe Chicken will consider such Prizewinner to have forfeited the prize and another Prizewinner will be selected as time allows. Lee's Famous Recipe Chicken reserves the right to modify notification procedures in its sole discretion, if necessary due to time constraints. If a prize is won by a person who is not of the legal age of majority in his/her state of residence (a "Minor"), the Minor's parent or legal guardian will be required to execute the Affidavit on the Minor's behalf. Lee's Famous Recipe Chicken reserves the right to disqualify any Entrant for any reason, including without limitation, if that Entrant has not complied with these Official Rules or has interfered, in Lee's Famous Recipe Chicken sole opinion, with the proper conduct of this Promotion. Payment of all taxes is the sole responsibility of each Prizewinner. Prizewinner may be issued an IRS Form 1099 for the approximate retail value of the applicable prizes.

## 7. Use of Entrant Information for Marketing Purposes

By entering this Promotion, Entrant agrees that, unless Entrant otherwise opts out on the Promotion Website, Lee's Famous Recipe Chicken and its designees may use Entrant's, physical and/or e-mail address to contact Entrant regarding Lee's Famous Recipe Chicken and other offers and/or promotions that Lee's Famous Recipe Chicken believes may interest Entrant.

## 8. Dispute Resolutions; Limitation of Liability

Each Entrant hereby releases, and agrees to defend, indemnify and hold harmless Lee's Famous Recipe Chicken, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Promotion or the awarding, acceptance, use or misuse of any Prize. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of Florida, regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Promotion shall take place exclusively in the federal or state courts sitting in Destin, Florida, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Florida. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

## 9. General Conditions

This Promotion is subject to the laws of the state of Florida. By entering this Promotion, each Entrant agrees to be bound by these Official Rules and the decisions of Lee's Famous Recipe Chicken, and to accept delivery of the Prize based upon availability. In addition, each Entrant represents and warrants that all information contained in his/her entry is true and accurate. Lee's Famous Recipe Chicken is not responsible for any printing errors in these Official Rules. In the event this Promotion is compromised for any reason (including computer virus, tampering, bugs, computer malfunction, fraud, unauthorized intervention or other causes beyond the control of Lee's Famous Recipe Chicken) which, in the sole opinion of Lee's Famous Recipe Chicken, corrupts or impairs the administration, security, fairness or proper play of this Promotion, Lee's Famous Recipe Chicken reserves the right in its sole discretion to suspend, modify or terminate this Promotion. Lee's Famous Recipe Chicken is not responsible if any Promotion cannot be implemented or any Prize cannot be awarded due to delays or interruptions beyond Lee's Famous Recipe Chicken control, including those due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Promotion in any way in Lee's Famous Recipe Chicken sole discretion shall be disqualified. This Promotion is void where prohibited.

## 10. Validity of Provisions

Whenever possible, each provision and term of these Office Rules shall be interpreted in such manner as to be valid and enforceable; provided, however, that in the event any provision or term of Official Rules should be determined to be invalid or unenforceable, all other provisions and terms of Official Rules and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law. If any application or any provision of Official Rules to any person or circumstance should be determined to be invalid or unenforceable, the application of such provision or term to other persons and circumstances shall remain unaffected to the extent permitted by law.

## 11. Promotion Sponsor & Obtaining a Winner's List

This Promotion is sponsored by Lee's Famous Recipes, Inc. 171 Brooks Street SF, Ste F, Ft. Walton Beach, FL. 32459. To receive a list of Prize winners, send a self-addressed, stamped envelope (except where prohibited), and a note identifying the name of this Promotion, after the Promotion Period has ended but within 120 days of the last date of the Promotion Period, to the address above, Attention: Promotions Department.