

April 2, 2013

VIA HAND DELIVERY

City of Hayward City Council
777 B Street
Hayward, CA 94541

Re: April 2, 2013 City Council Meeting, Agenda Item #5

Dear Council Members:

This firm represents Net Connection Hayward, LLC (“Net Connection”). By this letter, Net Connection wishes to state its position for the record with respect to the recommendation by the Director of Development Services and the City Attorney to extend the existing moratorium on the development, establishment, and operation of “Computer Gaming and Internet Access Businesses” in the City of Hayward.

Net Connection opposes the extension of the existing moratorium to the extent that the Council proposes to maintain the ban on the *operation* of sweepstakes promotions by businesses that existed *prior* to the City’s adoption of its emergency ordinance on February 20, 2013. Net Connection’s business is such a business, and continued application of the proposed ordinance to Net Connections’ existing business is improper for several reasons.

A. The City Issued a Business License to Net Connection, and that Business License is a Legally Protected Property Right

In its proposed ordinance, the City claims that none of the three business licenses its approved for “internet establishments” in Hayward since June 2012 disclosed “the operator’s intent to conduct sweepstakes or gambling activity, and City staff only became aware of gambling activity in January.” This statement, as it relates to Net Connection, is false.

Net Connection did everything required under the Hayward Zoning Ordinances to legally establish its business. Although the City claims in its cease and desist letters that the specific use of computer rentals is not listed as one of the expressly permitted uses in Net Connection’s zoning district (Central City Commercial), there are uses which are similar, and the ordinances make it clear the list is not exhaustive of the permitted uses. Furthermore, Section 10-1.140 of the Hayward Zoning Ordinances provides that when a use is not specifically listed in the sections devoted to “Uses Permitted,” it shall be assumed that such uses are prohibited “unless it is

determined by the Planning Director or on appeal to the Planning Commission that the use is similar to and not more objectionable or intensive than the uses listed.” The City made such a determination prior to Net Connection opening its business.

Specifically, and as more specifically detailed in the attached declaration from Net Connection’s owner, Ron Doyle, the Planning Manager who issued the business license to Net Connection was *well aware* of Net Connection’s use of sweepstakes promotions prior to issuing the license. In fact, that Planning Manager actually visited Net Connection’s business in San Lorenzo, saw the sweepstakes system utilized by Net Connection, and *then* issued Net Connection’s license. Thus, there can be no doubt that Net Connection obtained a determination from the City’s Planning Department that the proposed use was similar to and not more objectionable or intensive than the uses listed in the Central City Commercial zoning ordinance.

Once the City made that determination, and Net Connection expended substantial resources in reliance on the issuance of the business license, Net Connection obtained a vested property right in its business. *See Santa Barbara Patients’ Collective Health Coop.*, 2012 WL 5964353, at *4-5 (quoting *O’Hagen v. Board of Zoning Adjustment*, 19 Cal.App.3d 151, 158, 96 Cal.Rptr. 484 (1971) (“Where a [business] permit has been properly obtained and in reliance thereon the permittee has incurred material expense, he acquires a vested property right to the protection of which he is entitled.”)). Consequently, as further explained below, the City had the right to change the zoning rules for new businesses *prospectively*, but cannot force Net Connection to cease its existing business operations, even if they are inconsistent with the new rules, absent compliance with constitutional safeguards. The City’s proposed action ignores these safeguards.

B. Application of the Ordinance to Net Connection is Not Permitted by Government Code Section 65858, and Violates Net Connection’s Right to Due Process of Law

Net Connection does not dispute that the City had the ability to enact an emergency ordinance, based solely on legislative findings, that placed a moratorium on the issuance of *additional* business licenses to so-called Internet cafés. But where, as here, an *existing* business license is at issue, property rights are implicated, and the City may not extinguish those rights through legislative declaration pursuant to Government Code § 65858.

To justify adoption of a temporary zoning ordinance under Government Code § 65858, the City must declare in its legislative findings that: (1) there is a current and immediate threat to the public health, safety, or welfare; and (2) the approval of *additional* subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public, health, safety, or welfare. Cal. Gov’t Code § 65858(c) (emphasis added). By its terms, the threat that can be temporarily avoided by section 65858 is the threat of *additional* uses, not *existing* uses. Indeed, Government Code § 65858 limits the reach of an interim ordinance to “situations where actual approval of an entitlement for use is imminent.” *Building Industry Legal Defense Foundation v. Superior Court*, 72 Cal.App.4th 1410, 1417-18, 85 Cal.Rptr.2d 828 (1999) (purpose of interim ordinances

is to provide an “incubation period” prohibiting the “*introduction* of potentially nonconforming uses” that could defeat a later adopted general plan or zoning ordinance) (emphasis added). In other words, Government Code § 65858 does *not* authorize the City to adopt an ordinance that retroactively regulates existing businesses.

The inability to utilize Government Code § 65858 to retroactively regulate existing businesses is not surprising, and is entirely consistent with well-established judicial authority in California. Typically, zoning ordinances include a provision exempting existing uses from being governed by the ordinance “because of the hardship and doubtful constitutionality of compelling the immediate discontinuance of nonconforming uses.” *Hansen Bros. Enterprises, Inc. v. Board of Supervisors*, 12 Cal.4th 533, 552, 48 Cal.Rptr.2d 778 (1996); see *Bauer v. City of San Diego*, 75 Cal.App.4th 1281, 1292, 89 Cal.Rptr.2d 795 (1999). This is because “[i]nterference with the right to continue an established business is far more serious than the interference a property owner experiences when denied a conditional use permit in the first instance. This right is sufficiently personal, vested and important to *preclude its extinction by a nonjudicial body.*” *Bauer*, 75 Cal.App.4th at 1295 (emphasis added) (citing *Goat Hill Tavern v. City of Costa Mesa*, 6 Cal.App.4th 1519, 1529, 8 Cal.Rptr.2d 385 (1992)) (emphasis added); see *Santa Barbara Patients’ Collective Health Coop. v. City of Santa Barbara*, -- F. Supp. 2d --, 2012 WL 5964353, at *5 (C.D. Cal. Nov. 29, 2012).

“Although it is elementary that an owner of property has no constitutional right to maintain it as a public nuisance, it is equally elementary that he has a clear constitutional right to have it determined by due process whether in fact and law it is such a nuisance. ***As against this right, no ex parte declaration, however formal, by municipal authorities that it is a nuisance is final as against him.***” *Leppo v. City of Petaluma*, 20 Cal.App.3d 711, 717, 97 Cal.Rptr. 840 (1971) (emphasis added). In other words, the City cannot justify application of an emergency ordinance to force an existing business to cease and desist its operations simply by making legislative findings that the business constitutes a nuisance. “[N]either at common law nor under such express power can [a city], by its mere declaration that specified property is a nuisance, make it one when in fact it is not.” *Leppo*, 20 Cal.App.3d at 718. Rather, a city may abate a nuisance “only after a judicial determination that the property is a nuisance has been made based on competent evidence.” *City of Claremont v. Kruse*, 177 Cal.App.4th 1153, 1167-68, 100 Cal.Rptr.3d 1 (2009) (citing *Leppo*, 20 Cal.App.3d at 718).

“It is settled in this state as elsewhere that a zoning ordinance which requires the discontinuance of nonconforming uses existing when the ordinance was adopted is a deprivation of property without due process of law contrary to the federal and state constitutions.” *Livingston Rock & Gravel Co. v. Los Angeles County*, 43 Cal.2d 121, 272 P.2d 4 (1954); see *Santa Barbara Patients’ Collective Health Coop.*, 2012 WL 5964353, at *5-6 (citing cases); *McCaslin v. City of Monterey Park*, 163 Cal.App.2d 339, 346-347, 329 P.2d 522 (1958); see also *Hansen Bros. Enterprises*, 12 Cal.4th at 551-52.

The City's proposed action here clearly is attempting to bypass these due process requirements by making legislative findings, in the context of an emergency ordinance, when the provisions of Government Code § 65858 do not even provide for retroactive application of the ordinance. The City's proposed action is invalid for this reason alone.

C. Net Connection's Business is not an Illegal Lottery, and Net Connection's Computers are not Illegal Slot Machines

California law does not purport to regulate the "look and feel" of a sweepstakes. Rather, the Legislature has seen fit to define the parameters of what constitutes a valid sweepstakes promotion. As demonstrated below, however, the evaluation of whether a particular "game" or "promotion" is a lawful sweepstakes or illegal gambling must be done on case by case basis, where the facts of the promotion must be judged against the applicable legal requirements.

Here, the City appears to be judging Net Connection guilty by association, without any evidence or analysis of the legality of Net Connection's particular sweepstakes promotion. But operators who utilize sweepstakes promotions to sell computer rental time or phone cards do not all use the same software system, and the particular rules for each of those promotions vary. Instead of relying on evidence specific to Net Connection, the City's proposed ordinance cites and relies upon a December 5, 2012, "Law Enforcement Advisory" issued by the California Bureau of Gambling Control ("Bureau") to support its sweeping conclusion that *all* "Computer Gaming and Internet Businesses that sell Internet time or phone cards in conjunction with a promotional sweepstakes are illegal online gambling operations." The City's reliance on the Bureau's advisory is misplaced.

The Bureau's Advisory should be given no weight here not only because it is not specific to Net Connection, but also because it is a void underground regulation. The Bureau, like other State agencies, must comply with the Administrative Procedure Act ("APA") in order to adopt a regulation. A regulation is "every rule, regulation, order, or standard of general application ... adopted by any state agency to implement, interpret, or make specific the law enforced or administered by it, or to govern its procedure." Gov. Code § 11342.600. If a state agency issues, enforces, or attempts to enforce a rule without following the APA, the rule is an "underground regulation" and is void. Cal. Code Regs., tit. 1, § 250; *Tidewater Marine Western, Inc. v. Bradshaw*, 14 Cal.4th 557, 576, 59 Cal.Rptr.2d 186 (1996).

A state agency rule or standard is a regulation subject to the APA if (1) the agency intends the rule to apply generally, rather than in a specific case and (2) the rule implements, interprets, or makes specific the law enforced or administered by the state agency imposing the rule or standard. *Tidewater Marine Western, Inc.*, 14 Cal.4th at 571 (Division of Labor Standards Enforcement's interpretation of Industrial Welfare Commission's wage order as applying to maritime employees operating of the coast was a regulation, and therefore was void for failure to comply with the APA). In analyzing the first prong of this test, courts have explained "[t]he rule

need not, however, apply universally; a rule applies generally so long as it declares how a certain class of cases will be decided.” *Id.*

The Bureau’s Advisory states that the Bureau considers Internet cafés that offer promotional sweepstakes to be illegal gambling operations, and more specifically, that computers on which customers can view the results of their sweepstakes entries are illegal slot machines. The Advisory purports to apply generally to all internet cafés offering promotional sweepstakes games, and claims to interpret section 330a, 300b and 330.1 of the Penal Code. The Advisory is therefore a regulation. As the Bureau did not follow the APA, the Advisory is a void underground regulation. *Tidewater Marine Western, Inc.*, 14 Cal.4th at 576.

Finally, the Advisory expressly states that it “*is for informational purposes only and is not intended to be legal advice.*” Accordingly, the Advisory should be given no weight by the City, and certainly is not sufficient for the City to justify depriving Net Connection of its property rights. *Tidewater Marine Western, Inc.*, 14 Cal.4th at 576.

When the actual system utilized by Net Connection is analyzed, the evidence demonstrates that the system *not* illegal, but rather is a valid, lawful sweepstakes. Consequently, the City’s conclusion that Net Connection’s sweepstakes promotion is unlawful is wrong, and its legislative declaration to the contrary is improper.

The evidence to support the conclusions below is set forth in the Declaration of Ron Doyle, attached hereto as **Exhibit A**, as well as the forensic report by Nick Farley & Associates, attached hereto as **Exhibit B**.

a. Net Connection’s Sweepstakes is not an Illegal Lottery

Penal Code Section 319 defines a lottery as “any scheme for the disposal or distribution of property by chance, among persons who have paid or promised to pay any valuable consideration for the chance of obtaining such property or a portion of it” Accordingly, three elements must be present for a game to constitute a lottery: (1) a prize, (2) distribution by chance, and (3) consideration. *Western Telcon, Inc. v. California State Lottery*, 13 Cal.4th 475, 484, 53 Cal.Rptr.2d 812 (1996). If any of these elements is missing, the game is not a lottery. *Haskell v. Time, Inc.*, 965 F. Supp. 1398, 1403 (E.D. Cal. 1997). California case law reveals that whether a particular promotion is an illegal lottery depends on the specific facts of each case.

Net Connection’s sweepstakes game is not a lottery because the element of consideration is missing. California courts have consistently held that business promotions are not lotteries so long as tickets to enter are not conditioned upon a purchase. *California Gasoline Retailers v. Regal Petroleum Corp.*, 50 Cal.2d 844, 862, 330 P.2d 778 (1958) (advertising and promotional giveaway not a lottery under Penal Code section 319 because no purchase necessary to receive ticket); *People v. Carpenter*, 141 Cal.App.2d 884, 888-890, 297 P.2d 498 (1956) (theater bank night drawing not a lottery in that anyone who asked for registration blank could receive one

without buying ticket for admission); *People v. Cardas*, 137 Cal.App.Supp. 788, 791, 28 P.2d 99 (1933) (movie theater's promotion in giving away steamship excursion tickets not a lottery as holders of winning tickets did not hazard anything of value for chance to receive prize).

As the Supreme Court explained, "in order to constitute consideration within the definition of a lottery there must be a valuable consideration paid, or promised to be paid by the ticket holder." *Regal Petroleum Corp.*, 50 Cal.2d at 862. Thus, where anyone can receive sweepstakes entries free for the asking, i.e., without making a purchase, the element of consideration necessary for a lottery does not exist. *Id.* at 858-859; *Carpenter*, 141 Cal.App.2d at 888-890. Furthermore, where no purchase is necessary to receive sweepstakes entries, the California Supreme Court has stated that the question of consideration should not rest on the percentage of those receiving entries with purchases as opposed to those receiving entries without such purchases. *Regal Petroleum Corp.*, 50 Cal.2d at 859.

The California cases which found legal promotions rather than illegal lotteries all involved promotional schemes using prize tickets to increase the purchases of legitimate goods and services in the free market place, i.e., theater tickets (*Cardas* and *Carpenter*) and gasoline and service from filling stations (*Regal Petroleum Corp.*). Companies such as McDonalds, Carl's Jr., and Coca Cola similarly use sweepstakes games as promotional schemes to increase the sales of their goods. Likewise, Net Connection uses a sweepstakes as a promotional scheme to attract customers and increase the sales of its goods, i.e., Internet time. So long as any eligible person may play without making a purchase, such sweepstakes games are legal under California law. *Regal Petroleum Corp.*, 50 Cal.2d at 858-859; *Carpenter*, 141 Cal.App.2d at 888-890.

In contrast to *Cardas*, *Carpenter*, and *Regal Petroleum Corp.*, three California cases have held that promotional sweepstakes were illegal lotteries where there was no legitimate means for a person to obtain a free entry. *People v. Shira*, 62 Cal.App.3d 442, 447, 133 Cal.Rptr. 94 (1976); *Holmes v. Saunders*, 114 Cal.App.2d 389, 391, 250 P.2d 269 (1952); *People v. Gonzales*, 62 Cal.App.2d 274, 279, 144 P.2d 605 (1944).

In *Shira*, a fee was charged for each card to play the game "Ringo," and a free card was given only to persons who tossed a ring over a peg. *Shira*, 62 Cal.App.3d at 446-447. Only a small percentage of the participants were able to play for free, and most of the players had to pay in order to have a chance for the prize. *Id.* at 451-452. In order for a promotional giveaway scheme to be legal, the court held, "any and all persons must be given a ticket free of charge and without any of them paying for the opportunity of a chance to win the prize. Conversely, a promotional scheme is illegal where any and all persons cannot participate in a chance for the prize and some of the participants who want a chance to win must pay for it." *Id.* at 459.

Similarly, in *Holmes*, those wishing to participate in a newspaper's drawing for a car had to pay \$1 for a six-month subscription to the paper in order to obtain a numbered ticket for the drawing. *Holmes*, 114 Cal.App.2d at 391. No free tickets were furnished without the purchase of a newspaper subscription. *Id.*

In *Gonzales*, tickets for a “cash night” drawing were furnished only to customers, “customers” being defined as those who had paid for admission to a group of theaters that was holding the drawings. *Gonzales*, 62 Cal.App.2d at 279. Thus, only persons who paid to participate could win the drawing.

Here, like the sweepstakes games in *Carpenter*, *Cardas*, and *Regal Petroleum Corp.*, and unlike *Shira*, *Holmes*, and *Gonzales*, Net Connection’s sweepstakes game gives any and all eligible persons (i.e., those over the age of eighteen) the opportunity to play and to win with no purchase necessary to participate. In fact, Net Connection’s sweepstakes game rules, which are posted conspicuously at the business, state several times in all capital letters that no purchase is necessary to participate in the sweepstakes. Persons interested in playing Net Connection’s sweepstakes may obtain free entries immediately from the cashier. Thus, Net Connection’s promotional sweepstakes is not an illegal lottery.

b. Net Connection’s Computers Are Not Illegal Slot Machines

Penal Code section 330a makes it unlawful to possess or control a slot machine in California, and section 330b defines the devices that are considered to be slot machines. The elements of a slot machine under Penal Code § 330b(d) “are (1) the insertion of money or other object which causes the machine to operate, (2) the operation of the machine is unpredictable and governed by chance, and (3) by reason of the chance operation of the machine, the user may become entitled to receive a thing of value.” *Trinkle v. California State Lottery*, 105 Cal.App.4th 1401, 1410, 129 Cal.Rptr.2d 904 (2003) (“*Lottery*”) (emphasis added). The first and third elements of a slot machine are missing here.

The first element is missing because no consideration is necessary to play the sweepstakes offered by Net Connection. By referring to the insertion of “money or coin or other object,” subdivision (d) of section 330b makes clear that some valuable consideration must be given in exchange for the chance to operate the slot machine or device. To read the phrase “money or coin or other object” more expansively would mean that home computers and personal phones, which other valid sweepstakes require the use of in order to enter their sweepstakes promotion, would be illegal slot machines. That cannot be the case, meaning that consideration is the touchstone of an illegal slot machine. Thus, if no consideration is necessary to play a sweepstakes on a device, a device is not an illegal slot machine.

That conclusion is supported by the language of section 330a, which makes a misdemeanor the possession of “any slot or card machine, contrivance, appliance or mechanical device, upon the result of action of which money or other valuable thing is staked and hazarded, and which is operated, or played, by placing or depositing therein any coins, checks, slugs, balls, or other articles or device, or in any other manner....” Cal. Penal Code § 330a(a) (emphasis added). Requiring some valuable consideration to be given in exchange for the chance to play is also consistent with existing case law defining gaming in general. Sections 330 through 337z of the California Penal Code address gaming. The California Supreme Court has defined gaming as

“the playing of any game *for stakes hazarded by the players.*” *Western Telcon*, 13 Cal.4th at 484 (emphasis added); *see also Lottery*, 105 Cal.App.4th at 1407.

Net Connection’s computers, on which the results of the sweepstakes entries can be viewed, are not illegal slot machines under these authorities because no stakes are hazarded by the players. Net Connection’s customers pay for computer rental time at market rate. Many customers do use their computer rental time. If a customer chooses to use the computer terminal to reveal the results of his or her sweepstakes entries, no time is deducted from the customer’s available computer time while he or she does so. Moreover, customers and non-customers alike have the ability to participate in the sweepstakes without furnishing anything of value for the chance to play.

The third element of a slot machine is also missing, because the element of chance is not incorporated into the operation of Net Connection’s computers. With respect to that element, section 330b of the Penal Code states: “by reason of any element of hazard or chance or of other outcome of operation unpredictable by him or her.” California courts interpreting this statute have stated that “[b]y using the words ‘such operation,’ the Legislature linked the element of chance to the operation of the machine, requiring that the *machine itself* determine the element of chance and become the object of play.” *Lottery*, 105 Cal.App.4th at 1410 (Italics added). Thus, where the operation of the machine itself does not affect the game’s element of chance, the machine is not a slot machine. *Id.* at 1411-1412.

For example, in *Lottery*, the California State Lottery sold scratchers tickets from vending machines. The vending machines vended scratchers tickets in the order the tickets were stacked in the bins inside the machine. The purchasers inserted the purchase price and received the next ticket(s) in line. The court found that the element of chance for the game came from the printing of the winning tickets and the placement of those tickets in a predetermined sequence among the other tickets. The element of chance was therefore built into the game at the time of manufacture and placement in the bins, not at the time of purchase or play. Because the operation of the vending machines did not in any way affect the game’s element of chance, the court held that the vending machines were not illegal slot machines. *Lottery*, 105 Cal.App.4th at 1411-1412.

As in the *Lottery* case, neither the computer terminal nor the customer’s interaction with the program affects the outcome of the sweepstakes results or the odds of winning a prize. Neither of the servers accessed by the computers located at Net Connection contain a random number generator that dictates the outcome of the sweepstakes entries. Thus, there is nothing that the customer can do that would affect the results of his or her sweepstakes entry. Instead, the outcome of each entry is predetermined and stored within a database of available entries, and the computer is merely a means of displaying the outcome by revealing the next entry in the pre-shuffled database. Moreover, because the order in which the entries are to be revealed is predetermined, the Capital Sweepstakes System does not differentiate entries granted through purchase from those granted without purchase; all entries have an equal chance at a prize.

Finally, while a customer uses a computer to reveal sweepstakes entries, no time is deducted from that customer's purchased computer time.

Under this system, neither Capitol Sweepstakes Systems nor Net Connection plays a role as a "bank," and there is no element of "man against machine."

In short, Net Connection's sweepstakes entries are dispensed at Net Connection just like lottery tickets are dispensed in hard form using the California State Lottery's Scratcher vending devices. The only difference is the way the results are viewed. In the case of the Lottery Scratchers, the results are predetermined, and the customer simply scratches off the top layer of the play card to see whether he or she won a prize. In Net Connection's case, the sweepstakes entries are generated off-site, and shuffled like digital lottery tickets. Once the customer selects the level of play, the computer reveals the results of the next sweepstakes entry from the top of the predetermined roll of entries based on the off-site shuffle.

Accordingly, the result here is dictated by the decision in *Lottery*. Just like the method for dispensing lottery scratchers at issue in *Lottery*, the element of chance in Net Connection's sweepstakes is predetermined, and that element of chance is not in any way impacted by Net Connection's computers. Thus, just like the dispenser at issue in *Lottery* was not an illegal slot machines, Net Connection's computers are not illegal slot machines here.

D. The City's Proposed Ban on "Computer Gaming and Internet Access Businesses" Violates Net Connection's Right to Equal Protection

No rational basis exists to justify disparate treatment of the sweepstakes promotion offered by Net Connection and those offered by other vendors that operate openly within the City. Because the requirements of a lawful sweepstakes are dictated by law, determining whether two entities utilizing sweepstakes promotions are similarly situated for the equal protection analysis requires comparison of the elements of each sweepstakes program. This analysis reveals that many well-known sweepstakes programs, like the ones utilized by McDonald's, Carl's Jr., Pepsi, Coca-Cola, and others, are legally indistinguishable from Net Connection's sweepstakes program. As demonstrated more fully in the Declaration of Tory E. Griffin, attached hereto as **Exhibit C**, these other sweepstakes promotions all share common features for a valid sweepstakes as required by California law, including: no purchase necessary, all entries have the same chance of winning, all prizes are final, and limited sweepstakes period. To satisfy the critical "no purchase necessary" requirement, some of these sweepstakes programs require a customer to mail a request for his or her free entry. Net Connection, in contrast, gives out free entries immediately upon request.

Despite the fact that these other sweepstakes programs are legally indistinguishable from the one utilized by Net Connection, the City did not target any of these entities in its Ordinance, and no evidence exists that the City ever sent cease and desist letters to any of these entities. The City nevertheless may attempt to justify its focus on "Computer Gaming and Internet Access

Businesses” because those businesses use computers to display the sweepstakes results. Indeed, the City’s articulated rationale for the Ordinance identified the use of computer terminals to administer a sweepstakes game as the “main difference,” and concluded that the use of computer terminals “entails online gambling.” Other well-known and lawful sweepstakes promotions in California, however, openly use computers or other electronic devices not only to allow participants to submit their sweepstakes entries, but also to reveal the results of such entries. (Griffin Decl. ¶ 2 & Exhs. A-K; **Exhibit D** hereto.) The sweepstakes programs run by McDonald’s and Coca-Cola, for example, require the participant to enter a code on a computer or other electronic device to enter the sweepstakes and reveal the results thereof. (Griffin Decl. Exhs. C, J; Exhibit D hereto.) The sweepstakes program run by Carl’s Jr. also requires the use of a computer or an electronic device, and uses a simulated spinning wheel to reveal the results of the sweepstakes entry. (Griffin Decl. Ex. D at p. 66; *see also* Griffin Decl. Ex. I at pp. 98-100.)

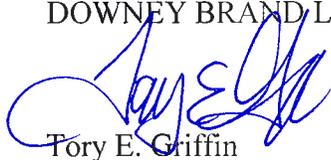
Under the City’s articulated legal position – that *any* required use of a computer or electronic device to operate a sweepstakes promotion makes that promotion an illegal lottery and the electronic device an illegal slot machine – *all* of these sweepstakes programs are lawful under California law. That is not, and cannot be, the case. Accordingly, unless and until the City is ready to take a stand against all similarly situated sweepstakes promotions, it cannot single out Net Connection for selective enforcement. Because that is exactly what the City has done, its actions violate Net Connection’s right to equal protection under the law.

CONCLUSION:

Net Connection urges the City to reject the recommendation to extent the existing emergency ordinance insofar as the proposed ordinance would ban the continued operation of businesses who were using the targeted sweepstakes promotions prior to February 20, 2013.

Very truly yours,

DOWNEY BRAND LLP



Tory E. Griffin

Cc: Michael Vigilia, Assistant City Attorney (by e-mail)

Enclosures

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Exhibit A
to Letter to City of
Hayward City Council

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7 Attorneys for Plaintiff
 8 Net Connection Hayward, LLC

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

11 Net Connection Hayward, LLC, a
 12 California limited liability company,

13 Plaintiff,

14 v.

15 City of Hayward,

16 Defendant.

Case No. C13-1212 JSC

**DECLARATION OF RON DOYLE IN
 SUPPORT OF APPLICATION FOR
 TEMPORARY RESTRAINING ORDER
 AND ORDER TO SHOW CAUSE RE
 PRELIMINARY INJUNCTION**

Date: TBD
 Time: TBD
 Courtroom: F, 15th Floor, San Francisco

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 18
 19 I. Ron Doyle, declare as follows:

20 1. I am the sole owner and managing member of Net Connection Hayward, LLC
 21 (“Net Connection”), the plaintiff in this action. I have personal knowledge of the facts stated
 22 herein and would be able to testify competently to these facts if called as a witness.

23 2. I started Net Connection’s business at 778 B Street in Hayward, California, in
 24 November 2012.

25 3. The products and services offered at Net Connection’s location in Hayward
 26 include such things as computer rental service and copy/fax service. The business center also
 27 sells products such as snacks, including chips, candy, coffee, and soda. The available computers
 28 feature Internet search engines, word processing, social networking, and movie rental capabilities.

1 Many of the customers at my business use the computers for these purposes.

2 4. I made a substantial investment into opening my business in Hayward, and have
3 invested substantial sums of money to make my business center a clean, safe, and enjoyable
4 place. For example, my business is well lit, spacious, with new computers and comfortable
5 seating. Because my store front is in a high traffic area just one block up the street from a BART
6 station, we utilize several security measures to ensure the safety of our patrons, including an ADT
7 security system, and having an individual on-site at all times to ensure that individuals do not
8 loiter outside of our location. Prior to Net Connection taking over the location, the location was
9 vacant, there were a number of people loitering on the street outside of the storefront, and even
10 one homeless person living in a utility room adjacent to the storefront. As a result of Net
11 Connection's tenancy, site improvements, and security measures, these problems are much
12 improved. Occasionally, there are some people who smoke in the alley behind our location, but
13 those people predominantly are employees of the Lucky's store or the other businesses on that
14 block, not Net Connection's patrons.

15 5. To my knowledge, there has never been any reason for us to call law enforcement
16 at the Hayward location. While Hayward police occasionally stop by, to my knowledge those
17 stops have never been the result of actions of any Net Connection customers or any of Net
18 Connection's calls to the police, or a call to the police by any of Net Connection's customers.

19 6. We have not had any problems with drug use, prostitution, or burglary at or near
20 our business.

21 7. Net Connection uses a sweepstakes promotion to promote the products and
22 services offered by Net Connection. When a customer purchases Internet time, the customer is
23 given entries into a sweepstakes.

24 8. Net Connection charges \$0.25/minute for computer rental time. This charge is
25 consistent with the market rate for computer rentals offered at locations such as FedEx/Kinko's.

26 9. When a customer receives sweepstakes entries, either by making a purchase or by
27 requesting free entries (as described below), the customer has the option of either learning his/her
28 sweepstakes results from the cashier, or taking a swipe card to one of the computer terminals and

1 logging on to learn the results of a sweepstakes entry. When the customer logs on to the
2 computer, he or she is given a choice to browse the Internet, or learn the results of his or her
3 sweepstakes entries. When a customer chooses to reveal sweepstakes entries, the Capital
4 Sweepstakes System utilized by Net Connection, unlike the software systems used by other
5 operators, does not use "spinning wheels" or other interactive themes designed to mimic slot
6 machines or other casino-based games like keno, poker, or bingo. Rather, when the customer
7 presses a button, the computer simulates the peeling back of the top screen to reveal the results of
8 the next sweepstakes entry. If a customer chooses to learn the results of his or her sweepstakes
9 entries, the time spent revealing the results of those entries is not deducted from the customer's
10 purchased Internet time. Many of Net Connection's customers do use the purchased Internet
11 time.

12 10. Net Connection conspicuously posts the rules for the sweepstakes, and those rules
13 are also available on each computer terminal. A true and correct copy of the rules is attached
14 hereto as **Exhibit A**.

15 11. As the attached rules demonstrate, Net Connection follows the "no purchase
16 required" rule for lawful sweepstakes under California law. Net Connection provides 500 free
17 sweepstakes points for new customers, and 100 free points per day for each and every day
18 thereafter, if requested. Depending on which sweepstakes the customer chooses to participate in,
19 the minimum number of sweepstakes points required to participate is either 16 or 25, meaning
20 that, at the *very* minimum, Net Connection offers any person 4 free sweepstakes entries per day
21 upon request, from the cashier, without having to mail in any form. Although customers can
22 additionally mail a form to receive a free entry, under Net Connection's model they are not
23 required to do so.

24 12. To the best of my knowledge, customers who enter the sweepstakes without
25 purchasing any products have the same odds of receiving a winning entry as those who make a
26 purchase and are entitled to win the same prize(s). The entry is free and indiscriminate.

27 13. Although I am not aware of any legal requirement that we do so, Net Connection
28 does not allow persons under the age of 18 to participate in its sweepstakes.

1 14. Prior to opening Net Connection's business in Hayward. I talked with Richard
2 Patenaude, Planning Manager for the City of Hayward. I told Mr. Patenaude the address of where
3 I intended to put the business, and specifically described the business to Mr. Patenaude. I also
4 described the business in an unsigned letter sent by e-mail to Mr. Patenaude, which included the
5 fact that to promote the business and continual customer returns to the stores, Net Connection
6 would provide special promotions where its customers have the opportunity to earn cash prizes.
7 A true and correct copy of that letter is attached hereto as **Exhibit B**. After doing so, Mr.
8 Patenaude seemed somewhat unclear about the exact nature of the intended business. I reminded
9 Mr. Patenaude that the City had already licensed two similar businesses, and invited him to visit
10 my business located only a few miles away in San Lorenzo which utilized the same sweepstakes
11 system later used in Hayward, and told him that I intended to do the same thing in Hayward that I
12 was doing in San Lorenzo. Mr. Patenaude told me that he did in fact visit my other business in
13 San Lorenzo and, after doing so, informed me that he was willing to issue a business license to
14 Net Connection. Based on the City's willingness to issue a business license to Net Connection, I
15 signed a three-year lease ("Lease") for space to operate Net Connection's business center. A true
16 and correct copy of the Lease is attached hereto as **Exhibit C**. The City then issued Net
17 Connection its business license on November 26, 2012. A true and correct copy of Net
18 Connection's Business Tax receipt, proving payment of business taxes and the City's issuance of
19 Net Connection's business license, is attached hereto as **Exhibit D**. After obtaining the business
20 license, Net Connection expended substantial resources and opened for business, as set forth
21 above.

22 15. Unfortunately, despite the City's issuance of a business license to allow Net
23 Connection to operate its business at 778 B Street, following the City Planning Director's
24 research of Net Connection's business, the City has taken numerous steps to interfere with my
25 ability to conduct business.

26 16. On February 8, 2013, the City delivered a letter signed by the City Attorney
27 ordering Net Connection to cease and desist its operations within 72 hours. A true and correct
28 copy of that cease and desist letter is attached hereto as **Exhibit E**.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Downey Brand LLP, 1420 Rocky Ridge Dr., Suite 250, Roseville, California, 95661-2859. On March 19, 2013, I served the within document(s):

DECLARATION OF RON DOYLE IN SUPPORT OF APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND ORDER TO SHOW CAUSE RE MOTION FOR PRELIMINARY INJUNCTION

- BY FAX:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- BY E-MAIL:** by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.
- BY MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Roseville, California addressed as set forth below.
- BY OVERNIGHT MAIL:** by U.S. Express Mail for delivery to the addressee(s) on the next business day.
- BY PERSONAL DELIVERY:** by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.

Michael S. Lawson
City Attorney
City of Hayward
777 B Street
Hayward, CA 94541-5007
Phone: (510) 583-4450
Facsimile: (510) 583-3660

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 19, 2013, at Roseville, California.

s/Janna Ruth
Janna Ruth

DOWNEY BRAND LLP

Exhibit A

INTERNET ZONE

SWEEPSTAKES GAME RULES:

1. Sweepstakes Game Entries CANNOT BE PURCHASED OR SOLD
2. THERE IS NO PURCHASE OR PAYMENT NECESSARY TO PLAY INTERNET ZONE SWEEPSTAKES
3. Any person over the age of eighteen (18) may request a free sweepstakes game entry. No solicitation is required or implied with this free offer with regard to free sweepstakes entries awarded in connection to the purchase of Internet Time Services. All game chances have the same "game chance" of winning a sweepstakes entry. Any person upon accepting a free sweepstakes game entry acknowledges and accepts the terms and conditions set forth in these Game Rules.
4. Free Sweepstakes Entries are permitted per customer per business day and usage of all participating INTERNET ZONE Sweepstakes Game locations. Legal name, current address, date of birth and phone number must be provided in writing to receive Free Sweepstakes Game Entries. All personal information gathered will be kept confidential and will not be sold or used in any manner or condition other than to post a win (identify and verify) and verify receipt of all persons granted Free Sweepstakes Game Entry.
5. All unclaimed sweepstakes game prizes are considered forfeited by the player.
6. Sweepstakes Game Entries have no cash value and therefore cannot be sold or redeemed for cash or anything of value.
7. Sweepstakes Game Entries are obtained by the purchase of Internet Time Access, Print Services, Fax Services, and consumable products. These are the only recognizable products sold in conjunction with the Zone sweepstakes promotion.
8. Sweepstakes Game Entries are offered for the purpose of promoting and increasing sales of Internet Time Access, Print Services, Fax Services, and consumable products.
9. The following categories of persons are not eligible to participate in the Free Sweepstakes Game Entries: present or former employees or agents of any Internet Time Access Location engaged in the sale of Internet Time Services and offers Sweepstakes to promote increased sales of Internet Time Services Access.
10. All played and winning and redeemed Sweepstakes Game Entry receipts remain to be the property of the game operator.
11. Sweepstakes Game participants agree to release and hold harmless the game sponsor, its officers, members, employees, attorneys, affiliated organizations and agents as well as the owners of any participating locations, and service providers, officers, members, employees, attorneys, affiliated organizations and agents, from any and all claims, demands, liabilities, costs, expenses, penalties, damages, including punitive, consequential and punitive damages, injuries, death, loss of life, including without limitation, reasonable attorney's fees, arising from or in connection with or that may result from their acceptance of use of a prize, their participation in the Sweepstakes Game. Game participants agree not to dispute or contest the Sweepstakes Game winning or losing outcomes. Participants accept responsibility for all federal, state and local taxes on any Sweepstakes Game prizes awarded to the winners.
12. Internet zone sweepstakes begins January 31 and ends December 31st of any given sweepstakes. Results have been drawn.

GAME PRIZES AND ODDS OF WINNING:

The number of prizes awarded and the total value of all prizes awarded depends on the total number of sweepstakes game entries played. The more game entries played increases the player's odds of winning a prize. Each entry level available for play represents a separate sweepstakes.

ALL PRODUCTS PURCHASED ENTER CUSTOMER INTO FREE SWEEPSTAKES
NO PURCHASE NECESSARY TO PARTICIPATE
ALL RESULTS OF THE SWEEPSTAKES WILL BE FINAL

Exhibit B

General overview of our proposed business:

We are planning to open 2 new Internet / Business Centers in Hayward within the next 30 days. We will initially provide employment for 8 to 10 people per location.

Our business model is to open in Hayward with approximately 1000 to 1650 square feet per location. Below is a location we are currently considering:

- 778 B Street, Hayward, CA 94541

We will provide copiers, fax machines, scanning and other associated business services. We will open with approximately 20 Hi-Speed, Internet connected computers for our customer's use. We may also provide postal boxes for our customers.

There will also be incidental sales of prepackaged food products such as candy bars, cookies, potato chips etc. We will also provide our customers coffee, soft drinks and associated bottled waters, sodas and juices.

We do not allow pornographic material to be viewed on our computers and this is closely monitored by staff and through our multiple security cameras. Our Internet / Business Centers are geared to the over 18 age group and no one under 18 will be allowed to buy/rent time on our computers without a parent present.

Our customers will purchase a computer time usage card that will allow them to have access to our computers and Internet connection. Additionally, to promote our business and continual customer returns to our stores, we provide special promotions where our customers have the opportunity to earn cash prizes through their usage of purchased Internet time.

This promotion is free of charge to our customers and is similar to the type of promotions used by major food establishments and gas stations to encourage customers to patronize the business.

The initial hours of operation will be from 10 am to midnight.

As I need to complete the lease agreement for the property mentioned above with the property owner, I would appreciate your reply as soon as possible.

If I can provide additional information, please contact me at 510-427-5111 which is my cellular telephone.

Respectfully submitted,

Ron Doyle

Exhibit C

SHOPPING CENTER LEASE

DATED:

November 12, 2012

BETWEEN:

BDC A Street L.P.
a California Limited Partnership

(Landlord)

and

Net Connection Hayward, LLC
a California limited liability company

(Tenant)

LOCATION:

City Center Shopping Center
B Street Building Pad (Endcap Unit)
778 B Street
Hayward, CA 94541

Net Connection

BDC

**SHOPPING CENTER
LEASE INDEX**

<u>ARTICLE</u>	<u>CAPTION</u>
	LEASE SUMMARY
I	PREMISES
II	TERM
III	RENT
IV	ACCOUNTING
V	TAXES
VI	CONDUCT OF BUSINESS BY TENANT
VII	MAINTENANCE, REPAIRS AND ALTERATIONS
VIII	INSURANCE; INDEMNIFY
IX	DAMAGE AND RESTORATION
X	ASSIGNMENT AND SUBLETTING
XI	EMINENT DOMAIN
XII	UTILITY SERVICE
XIII	DEFAULTS; REMEDIES
XIV	COMMON AREAS
XV	SIGNS, LIGHTING, ADVERTISING
XVI	MISCELLANEOUS
XVII	CONSTRUCTION OF PREMISES
EXHIBIT "A"	SHOPPING CENTER SITE PLAN
EXHIBIT "A-1"	FLOOR PLAN
EXHIBIT "B"	SHOPPING CENTER LEGAL DESCRIPTION
EXHIBIT "C"	DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK
EXHIBIT "D"	PROHIBITED USES
EXHIBIT "E"	SHOPPING CENTER SIGN CRITERIA

SHOPPING CENTER LEASE SUMMARY

1. **LANDLORD:** BDC A Street L.P.,
a California Limited Partnership
Landlord's Address: 1556 Parkside Drive
Walnut Creek, California 94596
Landlord's Phone #: (925) 588-2200
2. **TENANT:** Net Connection Hayward, LLC,
a California limited liability company
Tenant's Address: 475 Medford Avenue
Hayward, CA 94541
Tenant's Phone #: (510) 278-0230
3. **GUARANTOR:** Ron Doyle
Guarantor's Address: 475 Medford Avenue
Hayward, CA 94541
Guarantor's Phone #: (510) 278-0230
4. **TENANT'S TRADE NAME:** Net Connection
5. **PERMITTED USE OF PREMISES:** The Premises may be used as an internet café that provides internet access to the public. Tenant may sell incidental soft drinks, snacks, and non-brand identified brewed coffee. Tenant shall not use the Premises for any other use or purpose without first obtaining Landlord's prior written consent. Tenant shall not use the Premises for or sell any of the items listed on the attached Exhibit "D", Prohibited Uses.

TENANT SPECIFICALLY ACKNOWLEDGES THAT BY THE PROVISIONS OF THIS SECTION 5, LANDLORD HAS NOT GRANTED TO TENANT ANY EXCLUSIVE BUSINESS RIGHT WITHIN THE SHOPPING CENTER, OR ELSEWHERE. THE PERMITTED USE OF THE PREMISES SHALL ONLY LIMIT TENANT'S USE THEREOF IN ACCORDANCE WITH SECTION 6.01 OF THE LEASE. NO EXCLUSIVE BUSINESS RIGHT SHALL BE IMPLIED OR INFERRED.

6. **SIZE OF PREMISES:** 1,665 Sq. Ft.
7. **LEASE TERM:** Three (3) years
8. **RENT:**

<u>Lease Years</u>		<u>Annual Rent</u>	<u>Monthly Installments</u>
1/1/2013 – 12/31/2013	Fixed Minimum Rent	\$26,117.52	\$2,176.46
	CAM	\$333.00	\$27.75
	Taxes	\$416.28	\$34.69
	Insurance	\$133.20	\$11.10
	Total	\$27,000.00	\$2,250.00

<u>Lease Years</u>		<u>Annual Rent</u>	<u>Monthly Installments</u>
1/1/2014 – 12/31/2014	Fixed Minimum Rent	\$27,917.52	\$2,326.46
	CAM	\$333.00	\$27.75
	Taxes	\$416.28	\$34.69
	Insurance	\$133.20	\$11.10
	Total	\$28,800.00	\$2,400.00

<u>Lease Years</u>		<u>Annual Rent</u>	<u>Monthly Installments</u>
1/1/2015 – 12/31/2015	Fixed Minimum Rent	\$30,317.52	\$2,526.46
	CAM	\$333.00	\$27.75
	Taxes	\$416.28	\$34.69
	Insurance	\$133.20	\$11.10
	Total	\$32,200.00	\$2,600.00

Notwithstanding anything contained herein, during the Primary Term of the Lease, Tenant's obligation with respect to rent shall be limited to the amounts specified in Section 8 above.

9. CONCURRENT PAYMENTS:	
Security Deposit:	\$2,250.00
First Month's Rent:	\$2,250.00
Total Amount Due:	\$4,500.00

10. OPTION TO EXTEND TERM: N/A

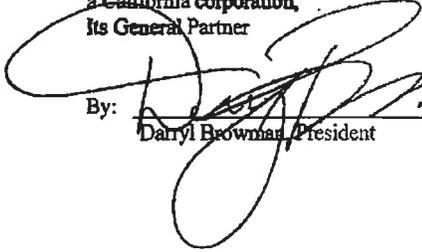
11. BROKER: N/A

THE FOREGOING LEASE SUMMARY PROVISIONS ARE AN INTEGRAL PART OF THE SHOPPING CENTER LEASE ATTACHED HERETO AND EACH REFERENCE IN THE LEASE TO ANY PROVISIONS CONTAINED HEREIN SHALL BE CONSTRUED TO INCORPORATE ALL OF THE TERMS PROVIDED UNDER EACH SUCH PROVISION.

LANDLORD:

BDC A Street L.P.
a California limited partnership

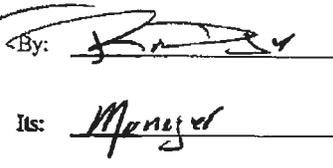
By: Browman Development Company, Inc.
a California corporation,
Its General Partner



By: Darryl Browman, President

TENANT:

Net Connection Hayward, LLC,
a California limited liability company



By: [Signature]

Its: Manager

Date of Execution 11/20, 2012

**SHOPPING CENTER LEASE
(REV: 10/90)**

This Lease is made and entered into between the parties referred to as Landlord and Tenant in the attached Lease Summary. The Lease Summary is hereby incorporated herein.

ARTICLE I - PREMISES

Section 1.01 PREMISES DEFINED.

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord that certain store space within Landlord's Shopping Center situated at the location set forth in the Lease Summary, which store space is outlined on the site plan of the Shopping Center attached hereto as Exhibit "A" and is depicted on Exhibit "A-1" both of which Exhibits are attached hereto and made a part hereof, which store space is hereafter referred to as "the Premises", for the term, at the rental, and upon all the conditions and agreements set forth herein. The legal description of the Shopping Center is attached hereto as Exhibit "B". Tenant acknowledges that Landlord may make changes or modifications to the design of the Shopping Center and to Exhibit "A". Tenant acknowledges that Landlord may make changes or modifications to the design of the Shopping Center and to the site plan shown on Exhibit "A" provided, that Landlord shall not make changes to the Common Areas within 50 feet of the front entrance of the Premises that materially, permanently and adversely affect Tenant's visibility or access to the Premises (unless Landlord provides substantially similar alternative access), without Tenant's prior written consent thereto, which such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord may make changes to such area without Tenant's consent if such changes are: 1) required by any governmental authorities or jurisdiction, 2) required for health and safety purposes, or 3) required by the CC&R's.

ARTICLE II - TERM

Section 2.01 LENGTH OF TERM.

The term of this Lease shall commence as of the Date this Lease is fully executed by all parties (hereinafter referred to as the "Effective Date" of this Lease). The Lease Term shall expire on a date which is the number of years set forth in Section 7 of the Lease Summary following the Rent Commencement Date.

Section 2.02 RENT COMMENCEMENT DATE.

Tenant's obligation to pay rent shall commence on upon the date that is sixty (60) days after Tenant received its business license, but in no case later than March 1, 2013 (hereinafter referred to as the "Rent Commencement Date"). In the event Tenant fails to obtain its business license by February 1, 2013, either party may terminate this Lease.

Section 2.03 TENANTS WALKTHROUGH.

Upon Delivery of the Premises to Tenant, Landlord will perform a final walkthrough for the Premises with Tenant for the purpose of inspecting same and confirming in writing that Landlord's work, if any, pursuant to Exhibit "C" has been substantially completed. The Premises shall be deemed "ready for occupancy" at the time of such walkthrough even though some construction work remains to be performed by Landlord. In the event for any reason Tenant fails or refuses to either attend such walkthrough following reasonable notice from Landlord or to execute an offset letter during such walkthrough certifying: (1) that the Landlord's work has been completed or that work, if any, remains to be completed by Landlord; (2) that the Premises are accepted by Tenant subject to any remaining work to be completed by Landlord as agreed between Landlord and Tenant during such walkthrough; and (3) the precise Rent Commencement Date, Landlord may, at any time thereafter, terminate this Lease, by written notice to Tenant.

Section 2.04 FAILURE TO COMPLETE.

Tenant acknowledges that Tenant's undertaking to promptly open for business in a fully fixturized, fully stocked store is a material inducement to Landlord to execute this Lease. In the event Landlord notifies Tenant in writing that the Premises are ready for occupancy as hereinabove set forth, and Tenant fails to take possession and open the premises for business, fully fixturized, stocked and staffed sixty (60) days from the Rent Commencement Date, Landlord shall have, in addition to any and all other remedies hereinafter provided, the right to immediately cancel and terminate this Lease. In the event Landlord does not exercise its right to terminate, Tenant shall pay to Landlord for each month or portion thereof that Tenant has not opened for business, an amount equal to 125% of the monthly minimum rent set forth in Section 3.01.

ARTICLE III - RENT

Section 3.01 FIXED MINIMUM RENT.

From and after the Rent Commencement Date, for each Lease year of the term, Tenant shall pay to Landlord the fixed minimum rent set forth in the Lease Summary, payable in monthly installments as set forth in the Lease Summary (monthly minimum rent), plus the additional rent set forth in Sections 3.02 and 3.03. All rent shall be paid in lawful money of the United States of America, in advance, on the first day of each calendar month, without demand, deduction or offset. One full monthly minimum rent payment shall be made by Tenant to Landlord at the time of execution of this Lease. The monthly minimum rent for any fractional part of a calendar month at the beginning or end of the Lease term shall be a proportionate part of the monthly rent for a full calendar month based upon a thirty (30) day month. Payment shall be made to Landlord's address designated in the Lease Summary or at such other place as may be designated from time to time by Landlord.

Section 3.02 LEASE YEAR

- a. The term "lease year" as used in this Article means the following:
- (i) In reference to the first lease year, the period from the Rent Commencement Date to the last day of the Calendar month which is one year after the Rent Commencement Date.
 - (ii) In reference to any succeeding lease year, a full year commencing on the date following expiration of the first lease year of any anniversary thereof, and expiring on the next succeeding anniversary of such date or such sooner date as the term of this lease shall expire.

Section 3.03 ADDITIONAL RENT.

Every payment required to be made by Tenant pursuant to this Lease shall be additional rent due Landlord hereunder, whether or not expressly designated as additional rent, and Tenant's failure to pay such additional rent to Landlord when due shall entitle Landlord to exercise all rights and remedies provided in the Lease for a default by Tenant.

ARTICLE IV - ACCOUNTING

Section 4.01 RECORDS. INTENTIONALLY DELETED

Section 4.02 AUDIT. INTENTIONALLY DELETED.

ARTICLE V - TAXES

Section 5.01 REAL ESTATE TAXES.

Tenant shall pay to Landlord as additional rent all real estate taxes (as hereinafter defined) applicable to the Premises, including the improvements thereon. Landlord shall notify Tenant of the amount of Tenant's taxes. Tenant shall pay its pro rata share of such taxes prior to the due date thereof and no later than five (5) days after receipt from landlord at such notice. During the

Primary Term of the Lease, Tenant's obligation with respect to taxes shall be the amount set forth in Section 8 of the Shopping Center Lease Summary. After the Primary Term, Tenant's obligation with respect to taxes shall be adjusted to reflect actual costs.

Section 5.02 DEFINITIONS.

- a. The term "real estate taxes" shall include all taxes, levies, assessments and governmental charges levied upon or with respect to the real property and improvements within the Shopping Center, other than the portions thereof defined below as "common areas," and any tax or excise on rents or any other tax, however described, levied against Landlord on account of the rent reserved hereunder or on the business of renting space in the Shopping Center. The term "real estate taxes" shall not include any franchise, estate, inheritance, succession, or net income taxes imposed upon Landlord except that in the event that real estate taxes are withdrawn in whole or in part and any substitute tax is made therefor, such tax shall for the purpose of this Lease be considered a real estate tax regardless of how denominate or the source from which it is collected. The term "real estate taxes" shall also include all expenses reasonably incurred by Landlord in seeking reduction by the taxing authorities of real estate taxes applicable to the Shopping Center.
- b. If the Premises are not separately assessed, the term "real estate taxes applicable to the Premises" shall mean that portion of the real estate taxes, as herein defined, equal to the product obtained by multiplying such real estate taxes by a fraction, the numerator of which shall be the ground floor area of the Premises and the denominator of which shall be the ground floor area of all buildings, including the Premises, occupied by tenants and which are then located within the Shopping Center or the applicable tax bill, as the case may be; provided, however, that if any tenants in such building or buildings pay real estate taxes directly to any taxing authority, their gross ground floor area shall not be included in such denominator.
- c. Real estate taxes which are levied on a fiscal year basis shall be deemed to apply 1/12th to each calendar month in such fiscal year and shall be charged to Tenant accordingly.

Section 5.03 OTHER TAXES.

Tenant shall be responsible for and shall pay before delinquency all municipal, county and state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments, assessed during the term of this Lease against any leasehold interest or personal property of any kind, in, upon or about the Premises. In the event any or all of Tenant's fixtures or other personal property shall be assessed and taxed with Landlord's real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to such property of Tenant.

ARTICLE VI - CONDUCT OF BUSINESS BY TENANT

Section 6.01 USE OF PREMISES.

- a. Tenant shall use the Premises solely for the purposes and under the trade name specified in the Lease Summary and for no other purposes or under any other name whatsoever without the prior written consent of Landlord. In no event shall the Premises be used at any time for any of the purposes set forth in Exhibit "D" attached hereto and made part hereof. Tenant shall devote the entire Premises to such use except for areas reasonably required for office or storage space.
- b. Tenant shall continuously and without interruption during the term hereof conduct its business activity in the premises during all business hours usual for Tenant's type of business but in any event during those hours, if any, established by Landlord for the operation of the Shopping Center, unless Tenant is prevented from doing so by strike, fire or other cause beyond Tenant's reasonable control, and except during reasonable periods for repairing, cleaning and decorating the Premises.

- c. Tenant shall at all times carry a full and complete stock of merchandise offered for sale at competitive prices and shall maintain an adequate staff for the service of its customers.
- d. Tenant shall employ its best judgment, efforts and abilities to operate the business conducted by it in the Premises in such manner as to produce the maximum profitable volume of sales reasonably obtainable from the Premises and which shall enhance the reputation and attractiveness of the Shopping Center.
- e. If any conflict shall develop between Tenant and any other tenant of the Shopping Center regarding what merchandise Tenant may carry or the use to which the Premises may be put, or with respect to any other matter governed by or referred to in this Article VI, Landlord shall be the sole arbiter of such conflict and Landlord's decision shall be binding on Tenant. Landlord shall incur no liability to Tenant as a result of any determination made by Landlord hereunder.

Section 6.02 RESTRICTIONS ON USE.

- a. Tenant shall comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements relating to the uses of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will attend to create a nuisance or disturb other tenants or occupants of the Shopping Center or injure the reputation of the Shopping Center. No auction, fire sale, bankruptcy sale, sidewalk sale, going out of business sale or continuous discount operation may be conducted in the Premises without the written consent of Landlord. Tenant shall use its best efforts to complete or cause to be completed, all deliveries loading, unloading, rubbish removal and other services to the Premises prior to 10:00 A.M. of each day. Landlord reserves the right to further regulate the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant agrees to abide by such further nondiscriminatory regulations of Landlord.
- b. Tenant shall comply at all times with such Rules and Regulations and such amendments and modifications thereof and additions thereto as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Shopping Center. Landlord shall not be liable to Tenant for the failure of any tenant or other person to comply with such Rules and Regulations.
- c. Tenant shall not use premises or any part thereof for any purpose which will increase the existing rate of insurance upon the Premises or the Shopping Center or cause the cancellation of any insurance policy covering the Premises or the Shopping Center, nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any article which may be prohibited by standard fire insurance policies.

Section 6.03 HAZARDOUS SUBSTANCES.

- a. Tenant covenants and agrees that it will not use, keep or suffer to be kept, or generate or store any hazardous substances, pollutants or contaminants (collectively, "Hazardous Substances") in, upon or about the Premises or the Shopping Center. Tenant shall promptly remove and clean up any Hazardous Substance brought onto or about the Premises or the Shopping Center in violation of this provision. Tenant shall indemnify Landlord for all costs and expenses including reasonable attorney's fees and court costs incurred by Landlord in connection with any claim or suit for damages or injuries resulting from any Hazardous Substances used, kept, generated or stored by Tenant on the Premises or Shopping Center or to correct any violation of this covenant, or to remove, neutralize or render harmless any Hazardous Substance, or to comply with the requirements of any regulatory body having jurisdiction over hazardous substances, or to contest the actions of any such regulatory body with respect to the Shopping Center. Tenant's indemnity obligation hereunder shall survive the expiration or earlier termination of this Lease. In the event of a breach of this covenant, then in addition to any other remedies available to Landlord, Landlord at its sole option may declare Tenant to be immediately in default hereof and in forfeiture of its rights to occupy the

Premises under this Lease, and may cause Tenant to be immediately removed from the Premises, which events shall not release Tenant from its covenant to pay rent or otherwise relieve Tenant from any monetary obligation under this Lease.

- b. In connection with its occupancy and use of the Premises, Tenant shall be solely responsible for keeping itself apprised of all laws, ordinances, rules or regulations of all federal, state and local agencies having jurisdiction over the Premises or pertaining to the conduct of its business or profession and/or to the storage, use, handling and disposal of all hazardous or toxic materials, waste or by-products ("Governmental Requirements") and shall at all times during the term hereof comply with any and all Governmental Requirements involved in connection with the use or disposal of toxic or hazardous substances or in connection with any other use of the Premise or material or waste used or generated by Tenant's use of the Premises. Tenant shall indemnify and hold Landlord and the Shopping Center and the Premises harmless from and against any and all claims, liability, expense, penalties and costs including, without limitations, legal fees and other expenses incurred by Landlord in connection with the defense of any legal or administrative action arising out of, or in any way connected with Tenant's use of the Premises. Moreover, Tenant shall, at its sole cost and expense, make any modifications or alterations to the Premises required by and Governmental Requirements in connection with Tenant's use of the Premises and shall comply with such requirements in connection with the storage, use or disposal of all chemicals, compounds, solvents, equipment, materials and waste.

6.04 ENVIRONMENTAL MATTERS/HAZARDOUS MATERIALS.

Concurrently with executing this Lease, and within thirty (30) days of each anniversary of the Commencement Date during the term of this Lease, Tenant shall execute, and deliver to Landlord, the Hazardous Materials Disclosure Certificate in substantially the form attached as Exhibit F, and any other reasonably necessary documents as requested by Landlord. Subject to the remaining provisions of this paragraph, Tenant shall be entitled to use and store only those Hazardous Materials (defined below), that are necessary for Tenant's business and to the extent disclosed in the Hazardous Materials Disclosure Certificate, provided that such usage and storage is in full compliance with any and all local, state and federal environmental, health and/or safety related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial and administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant or the Premises (collectively, the "Environmental Laws"). Landlord shall have the right at all times during the term of this Lease to (i) inspect the Premises, (ii) conduct tests and investigations to determine whether Tenant is in compliance with the provisions of this paragraph, and (iii) request lists of all Hazardous Materials used, stored or located on, under or about the Premises; the costs of all such inspections, tests and investigations to be borne by Tenant, if Landlord reasonably believes they are necessary. Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on, under or about the Premises, or in any Common Areas or parking lots (if not considered part of the Premises). Tenant covenants to promptly investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts (active or passive) or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's sole cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. If Tenant fails to so promptly investigate, clean up or otherwise remediate, Landlord may, but without obligation to do so, take any and all steps necessary to rectify the same and Tenant shall promptly reimburse Landlord, upon demand, for all costs and expenses to Landlord of performing investigation and remediation work. Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord and Landlord's lenders, partners, property management company (if other than Landlord), directors, officers, employees, representatives, contractor and shareholders and each of their respective successors and assigns harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees and court costs) arising at any time during or after the term of this Lease in

connection with or related to the use, presence, transportation, storage, disposal, spill, release or discharge of hazardous Materials on, in or about the Premises as a result (directly or indirectly) of the acts (active or passive) or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in landlord's sole discretion. Neither the written consent of Landlord to the presence of Hazardous Materials on, under or about the Premises nor the strict compliance by Tenant with all Environmental Laws shall excuse Tenant from its obligation of indemnification pursuant hereto. As used herein, the term Hazardous Materials shall mean (i) any hazardous or toxic wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws; (ii) petroleum and petroleum by products; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) radioactive materials. The provisions of this paragraph shall survive the termination of this Lease. If it is determined by Landlord that Tenant, its use of the Premises, Building and/or Park, or the condition of the Premises, Building and/or Park is not in compliance with all Environmental Laws at the expiration or termination of this Lease, then at Landlord's sole option, Landlord may require Tenant to hold over possession of the Premises until Tenant can surrender the Premises to Landlord in compliance with all Environmental Laws. Any such holdover by Tenant will be with Landlord's consent, will not be terminable by Tenant in an event or circumstance and will otherwise be subject to the provisions of Paragraph 22 of this Lease.

**ARTICLE VII - MAINTENANCE, REPAIRS
AND ALTERATIONS**

Section 7.01 MAINTENANCE AND REPAIRS.

- a. Subject to the provisions of Article IX hereof, Tenant shall during the term of this Lease keep in first-class order, condition and repair the Premises and every part thereof, including without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, electrical and lighting facilities and equipment, fixtures, walls, wall covering and paint, ceilings, floors, and floor coverings, windows, doors, plate glass, showcases, skylights, entrances and other facilities and will maintain all equipment in accordance with manufacturer's recommendations. Landlord shall deliver the premises with HVAC in good working order and warrant HVAC for thirty (30) days from delivery of the Premises to Tenant.
- b. If Tenant fails to perform its obligations under this Section 7.01, Landlord may at its option, after five (5) days written notice to Tenant, except in the event of an emergency in the judgment of Landlord, in which case no notice shall be required, enter upon the Premises and put the same in good order, condition and repair and the cost thereof shall become due and payable as additional rent by Tenant to Landlord upon demand.
- c. Tenant shall reimburse Landlord on demand for Tenant's pro rata share of the cost of repairs made by Landlord to the roof of the building in which the Premises are located, said pro rata share to be based on the proportion that the gross ground floor area of the Premises bears to the gross ground floor area of said building.

Section 7.02 ALTERATIONS, ADDITIONS, AND FIXTURES.

- a. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements, remodeling or additions ("Alterations") to either the interior or exterior of the premises or to fixture installed therein in accordance with approved fixture plans, or mark, point, drill or in any way deface any portion of the Premises. Any alterations approved by Landlord in writing shall be performed by Tenant in accordance with all laws, rules and regulations of all governmental authorities having jurisdiction over the Premises. ("Governmental Requirements").
- b. All alterations, improvements, remodeling, additions, or fixtures, (other than trade fixtures not permanently affixed to the Premises), which may be made or installed in the Premises and

which are attached to the floor, wall or ceiling of the Premises, and any floor covering which is cemented or otherwise affixed to the floor to the Premises, shall at the option of Landlord upon termination of this Lease become the property of Landlord and remain upon and be surrendered with the Premises.

- c. In the event any alterations are required to the Premises by Governmental Requirements by reason of the type or nature of Tenant's business, all such alterations shall be made at Tenant's sole expense.

Section 7.03 CLEANLINESS; WASTE AND NUISANCE.

Tenant shall keep the Premises at all times in a neat, clean and sanitary condition, shall neither commit nor permit any waste or nuisance thereon and shall keep the walks adjacent thereto free from waste and debris. All trash and other debris shall at all times be wrapped and maintained in fully covered containers and odor and insect free.

ARTICLE VIII - INSURANCE; INDEMNITY

Section 8.01 LIABILITY INSURANCE.

- a. Tenant shall at all times, during the term hereof, at Tenant's expense, maintain in effect workers' compensation insurance covering all of Tenant's employees and any other persons required to be so covered under all laws of governmental authorities having jurisdiction over Tenant or Premises. Such policy shall have the limits and be in such form as shall be required by such governmental authorities.
- b. Tenant shall at all times during the term hereof, at Tenant's expense, maintain in effect a policy or policies of personal injury and property damage public liability insurance in an amount of not less than \$1,000,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$1,000,000 for injury to or death of more than one person in any one accident or occurrence, and against liability for damage to property in the amount of \$1,000,000 for each accident or occurrence against liability for injury to or death of any person in connection with the use, operation or condition of the Premises. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Lease, and to the extent such insurance is inadequate as to coverage or limits, Tenant shall be deemed a self insurer.
- c. If Tenant fails to perform its obligations under this Section 8.01, Landlord may at its option, but shall not be required to, obtain such insurance and the cost thereof shall become due and payable as additional rent by Tenant and Landlord.

Section 8.02 OTHER INSURANCE.

In the event Tenant shall fail for any reason to maintain such insurance required by Section 8.01, Tenant shall be deemed to be in default under this Lease and shall further be fully responsible for the prompt payment of any claim that would have been insured against under any such policy not maintained by Tenant as if Tenant was a self-insurer.

Section 8.03 SHOPPING CENTER INSURANCE.

- a. Tenant shall pay, as additional rent, Tenant's pro rata share as defined in Section 14.06 of any and all insurance premiums for insurance not hereinabove described, maintained by Landlord in connection with the Shopping Center including, but not limited to, public liability insurance for the common areas of the Shopping Center, and insurance for structures and improvements in the Shopping Center, and insurance for structures and improvements in the Shopping Center covering fire and extended coverage, and such other perils or risks, including plate glass, sprinkler leakage, earthquake and floods, as Landlord may choose to insure, in Landlord's sole and absolute discretion, together with insurance for loss of rental

resulting from damage to the Shopping Center by an insured peril. During the Primary Term of the Lease, Tenant's obligation with respect to insurance shall be the amount set forth in Section 8 of the Shopping Center Lease Summary. After the Primary Term, Tenant's obligation with respect to insurance shall be adjusted to reflect actual costs.

- b. Tenant shall, within fifteen (15) days after presentation of the bill by Landlord, reimburse Landlord for such insurance premiums.
- c. In the event Tenant's specific use of the Premises increases the premium for the insurance hereinabove referred to over that charged for normal retail uses, (for example if Tenant shall operate a restaurant which shall increase the rate of fire insurance), then Tenant shall also be responsible for the full amount of such increase in premium as such amount shall be determined by Landlord's insurance broker.

Section 8.04 STOCK AND FIXTURE INSURANCE.

Tenant shall at all times during the term hereof, and at its costs and expense, maintain in effect policies of insurance covering its stock in trade, furniture, fixtures and equipment located on the Premises, in an amount not less than eighty percent (80%) of their actual cash value, providing protection against peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage, vandalism and malicious mischief and damage to all plate glass on the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the stock in trade, furniture, fixtures, equipment and plate glass so insured.

Section 8.05 GENERAL CONDITIONS - ALL INSURANCE POLICIES.

- a. All insurance required to be carried by Tenant hereunder shall be in companies, on forms and with loss payable clauses satisfactory to Landlord.
- b. Copies of policies of such insurance or certificates evidencing such insurance in form satisfactory to Landlord shall be delivered to Landlord by Tenant prior to commencement of the term hereof.
- c. No such policy shall be subject to cancellation, non-renewal, termination or change except after twenty (20) days' prior written notice to Landlord.
- d. All such insurance shall be stated to be primary and noncontributing with any insurance maintained by Landlord.
- e. All such insurance shall name as additional insureds Landlord and any party designated by Landlord as having an insurable interest in the Premises.
- f. Each policy shall contain a waiver of subrogation clause satisfactory to Landlord.
- g. Each policy shall specifically insure Tenant's contractual obligations under this Lease including, without limitation, the covenants and undertakings contained in Section 8.06, 8.07 and 8.08.

Section 8.06 WAIVER.

Tenant hereby waives any and all rights of recovery against Landlord or the officers, employees, agents, representatives, and visitors of Landlord for loss or damage to Tenant or any person claiming through Tenant or to its property the property of others under its control, arising from any cause required to be insured against or premiums for which are paid by Tenant under this Lease.

Section 8.07 INDEMNITY.

Tenant shall indemnify and hold harmless Landlord and Landlord's principals, agents and

employees from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord and Landlord's principals, agents or employees from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or from the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord or Landlord's principals, agents or employees by reason of such claim, Tenant upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. The indemnity provisions contained herein shall survive the expiration or termination of this Lease.

Section 8.08 EXEMPTION OF LANDLORD.

Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers or any other person in or about the Premises caused by or resulting from Landlord's failure to make repairs, or injury or damage from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or from any act or neglect of any other tenant or occupant of the Shopping Center.

ARTICLE IX - DAMAGE AND RESTORATION

Section 9.01 MINOR INSURED DAMAGE.

Subject to the provisions of Section 9.02 and 9.03, if at any time during the term hereof, the Premises are damaged and such damage is caused by an insured casualty, then Landlord shall promptly upon receipt of insurance proceeds repair such damage, and this Lease shall continue in full force and effect, unless such damage is caused by Tenant's negligent or willful act or omission, in which event Tenant shall promptly repair such damage, at Tenant's expense.

Section 9.02 UNINSURED DAMAGE OR SUBSTANTIAL INSURED DAMAGE.

Subject to the provisions of Section 9.03, if at any time during the term hereof, the Premises are damaged by an insured casualty and such damage is "substantial," as that term is defined in Section 9.05, or regardless of whether or not such damage is substantial as so defined, such damage is caused by a casualty not insured against by Landlord, then Landlord may, at its option, either (i) repair such damage and restore the Premises at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease as of the date of such damage, unless such damage is caused by Tenant's negligent or willful act or omission, in which event Tenant shall promptly repair such damage, at Tenant's expense.

Section 9.03 DAMAGE NEAR END OF TERM.

Notwithstanding anything to the contrary contained in this Article, if the Premises are destroyed or damaged during the last two year of the primary term of this Lease, or any extension thereof, Landlord may at its option cancel and terminate this Lease as of the date of occurrence or such damage by giving written notice to Tenant of its election to do so within thirty (30) days after the date of occurrence of such damage.

Section 9.04 CONTINUED OPERATION BY TENANT.

If the Premises are destroyed or damaged and Landlord elects to repair or restore them pursuant to the provisions of this Article, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management. There shall

be no abatement of any rent or other charges payable hereunder, and Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of any damage, destruction, repair or restoration of the Premises. Upon completion of such repair or restoration Tenant shall promptly refixturize and restock the Premises substantially to the condition prior to the casualty and shall reopen for business if closed by the casualty.

Section 9.05 DEFINITIONS.

- a. For the purpose of this Article, "substantial damage to the Premises shall be deemed to be damage to the building of which the Premises are a part or damage to the Shopping Center, wherein the cost of repair as estimated by Landlord exceeds five percent (5%) of the then estimated replacement cost of such damaged buildings.
- b. The determination in good faith by Landlord of the estimated cost of repair of any damage or of the estimated replacement cost of any building shall be conclusive for the purpose of this Article.

ARTICLE X - ASSIGNMENT AND SUBLETTING

Section 10.01 NO RIGHT TO ASSIGN OR SUBLET

Tenant shall not, either voluntarily or by operation of law, sublet, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant, or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld.

Section 10.02 MERGER.

If Tenant is in a corporation, partnership or association, ("Company"), (1) any dissolution, merger, consolidation, or other reorganization of Tenant which dilutes or diminishes the net value of the Company, or (2) any sale of assets of Tenant which materially dilutes or diminishes the value of the Company, (either of (1) or (2) being hereafter called "a merger") shall be deemed a voluntary assignment of this Lease by Tenant which shall, in each instance, require the approval, in writing, of Landlord in order to be an effective assignment of this Lease. In connection with any proposed merger, Tenant shall submit to Landlord, in advance, such financial information as may be reasonably required by Landlord in order to evaluate the effect thereof. Landlord may, at its option, conditionally approve such assignment subject to the requirement that the successor or survivor by reason thereof submit to Landlord within a period of not more than eighteen months from the effective date of such merger such financial information as Landlord may request in order to evaluate the financial effect thereof to determine that such merger has not weakened the financial condition of Tenant or its successor. If upon such subsequent review, Landlord determines that the value of the Company has been substantially diminished, Landlord may terminate this Lease upon notice to Tenant or such successor.

Section 10.03 CONDITIONS TO APPROVED ASSIGNMENT OR SUBLETTING.

If Landlord approves any assignment or subletting, each of the following conditions shall apply, and Landlord shall not be deemed to have unreasonably withheld consent if the following conditions are not met:

- a. Such approval shall be valid only if in writing and signed by Landlord, Tenant and such assignee and/or subtenant in form satisfactory to Landlord;
- b. The occupancy resulting therefrom shall not violate any rights theretofore given any other tenant of the Shopping Center;
- c. Substantially the same type, class, nature and quality of business, merchandise and services sold or offered for sale, and financial soundness of ownership and management, shall be

maintained and furnished in a manner compatible with the high standards contemplated by this Lease;

- d. Each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit afforded Landlord by this Lease, shall not be impaired or diminished;
- e. Tenant shall assign to Landlord any and all consideration paid directly or indirectly for the assignment by Tenant to the assignee of Tenant's leasehold interest or any and all subrentals payable by the sublessee which are in excess of the minimum monthly rental provided to be paid by Tenant hereunder.

Section 10.04 LANDLORD'S TERMINATION RIGHT.

Notwithstanding anything to the contrary contained in this Article X, Landlord, at Landlord's option, may elect to terminate this Lease by so notifying Tenant within ten (10) days after receipt of Tenant's request for Landlord's consent to any proposed assignment or sublease, such termination to be effective thirty (30) days after service of Landlord's notice of termination; provided that Tenant may by notice withdraw said request within five (5) days after service of Landlord's notice of termination, in which event this Lease shall remain in full force and effect. If this Lease is terminated as aforesaid, the provisions contained herein relating to surrender of the Premises shall apply, and upon Tenant's compliance therewith, neither party shall have any liability whatsoever to the other under this Lease, and Landlord shall have the right to lease the Premises to any person or entity whatsoever, including the assignee or sublessee proposed by Tenant.

Section 10.05 MISCELLANEOUS.

- a. Consent by Landlord to one or more assignments of this Lease or to one or more sublettings of the Premises shall not be deemed to be a consent to any subsequent assignment or subletting.
- b. Any assignment or subletting without Landlord's consent shall be void and shall, at the option of Landlord, constitute a default under the terms of this Lease.
- c. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies or shall operate as an assignment to Landlord of such subleases or subtenancies.
- d. If Tenant is a corporation or an unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning and provision of this Article.
- e. Tenant shall reimburse Landlord as additional rent for Landlord's reasonable costs and attorneys' fees incurred in conjunction with the processing and documentation of any such requested assignment, subletting, transfer, change of ownership or hypothecation of this Lease or Tenant's interest in and to the Premises.
- f. Neither this Lease nor any interest in the Lease shall be assignable or transferable by operation of law, and in the event any proceedings under the Bankruptcy Act, or any amendment thereto or chapter thereunder, shall be commenced by or against Tenant (or any partner of Tenant) and Tenant be adjudged insolvent, or make an assignment for the benefit of creditors, or if a writ of attachment or execution be levied on the leasehold estate created by this Lease, or if a receiver is appointed in any proceeding or action to which Tenant is a party, with authority to take possession or control of the Premises or the business conducted on the Premises by Tenant, this Lease at the option of Landlord shall immediately terminate and shall in no way be treated as an asset of Tenant or Tenant's estate after the exercise of

Landlord's option, and Tenant shall have no further rights under this Lease, and Landlord shall have the right, after the exercise of its option to terminate as provided in this subparagraph, to forthwith re-enter and repossess the Premises.

Section 10.06 NO RELEASE OF TENANT.

No subletting or assignment, even with the consent of Landlord, shall relieve Tenant or any guarantor of Tenant of its obligation to pay the rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment or subletting.

ARTICLE XI - EMINENT DOMAIN

Section 11.01 ENTIRE OR SUBSTANTIAL TAKING.

If more than forty percent (40%) of the Premises or more than forty percent (40%) of the balance of the Shopping Center shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date on which the condemning authority takes possession.

Section 11.02 PARTIAL TAKING.

In the event of any taking of the Premises or remainder of the Shopping Center under the power of eminent domain which does not result in a termination of this Lease pursuant to Section 11.01, Landlord at its option may terminate this Lease as of the date on which the condemning authority takes possession. If Landlord shall not so terminate this Lease and if a portion of the Premises is taken then the monthly minimum rent payable hereunder shall be reduced, effective as of the date on which the condemning authority takes possession, in the same proportion which the gross ground floor area of the portion of the Premises taken bears to the gross ground floor area of the entire Premises prior to the taking. Landlord shall promptly restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

Section 11.03 AWARDS.

Any award for taking of all or any part of the Premises under the power of eminent domain shall be the sole and exclusive property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any separate award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property.

Section 11.04 SALE UNDER THREAT OF CONDEMNATION.

A sale by Landlord to an authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed at taking under the power of eminent domain for all purposes under this Article.

ARTICLE XII - UTILITY SERVICE

Section 12.01 UTILITY CHARGES.

Tenant shall pay all charges for gas, water, sewer, storm drain, electricity, telephone and other utility services used in or about the Premises during the term of this Lease. If any such charges are not paid when due, Landlord may pay the same, and any amounts so paid by Landlord shall thereupon become due to Landlord from Tenant as additional rent.

Section 12.02 FURNISHING OF SERVICES.

If Landlord shall elect to furnish any utility services to the Premises, Tenant shall purchase its

requirements thereof from Landlord so long as the rates charges therefore by Landlord do not exceed those which Tenant would be required to pay if such services were furnished it directly by a public utility.

Section 12.03 INTERRUPTION OF SERVICE.

Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished the Premises and no such failure or interruption shall entitle Tenant to terminate this Lease.

Section 12.04 UTILITY HOOK-UP FEES.

Tenant shall be solely responsible for and shall pay any and all charges levied by any governmental authority for utility hook-up of the Premises or the building of which the Premises are a part including, without limitation, any use charges or meter fees. In the event Landlord has heretofore paid any such fees, Tenant shall promptly upon demand from Landlord reimburse Landlord for Tenant's share of such charges as are determined by Landlord.

Section 12.05 HEATING, VENTILATION AND AIR CONDITIONING.

INTENTIONALLY DELETED.

ARTICLE XIII - DEFAULTS; REMEDIES

Section 13.01 DEFAULTS.

The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

- a. The abandonment of the Premises by Tenant.
- b. The failure by Tenant to make any payment of rent, additional rent, or other payment required to be made by Tenant hereunder as required under the Lease, or the failure by Tenant to observe or perform any of the other covenants or conditions of this Lease to be observed or performed by Tenant.
- c. The making by Tenant of any assignment or arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in his Lease.
- d. The discovery by Landlord that any financial information called for by this Lease given to Landlord by Tenant, any assignee of Tenant, any subtenant of Tenant, any successor in interest of Tenant or any guarantor of Tenant's obligations hereunder, or any of them, is materially false, or, if true, any material changes has occurred in Tenant's net worth or that of any guarantor which renders Tenant or in the judgment of Landlord may render Tenant unable to meet its financial obligations under this Lease as they become due.

Section 13.02 REMEDIES.

In the event of any default by Tenant as defined herein Landlord may exercise one or more of the following remedies:

- a. Landlord shall have the option to continue this Lease in full force and not terminate Tenant's right to possession of the Premises, in which event Landlord shall have the right to collect

rental and additional charges when due, and Landlord shall have such other rights as are provided for in this Lease and such rights as are permitted by law.

- b. Landlord may terminate this Lease by express written notice to Tenant of its election to do so. In the event of such termination, Landlord shall be entitled to recover from Tenant:
 - (i) The worth at the time of the award of any obligation which has accrued prior to the date of termination; and
 - (ii) The worth at the time of the award of the amount by which the unpaid rent and additional charges which would have been earned after termination until the time of award exceed the amount of such rental loss that the Tenant proves could have been reasonably avoided; and
 - (iii) The worth at the time of the award of the amount by which the unpaid rent and additional charges for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided.
- c. As used in Subsections (b)(i) and (b)(ii) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in Subsection (b)(iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Los Angeles at the time of award plus one percent (1%).
- d. Landlord may recover from Tenant, and Tenant shall pay to Landlord upon demand, such expenses as Landlord may incur in recovering possession of the Premises, placing the same in good order and condition and altering or repairing the same for reletting, all other expenses, commission and charges incurred by Landlord in reletting same or exercising any remedy provided herein or as a result of any default by Tenant hereunder, and any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.
- e. Landlord may exercise any other remedy or right now or hereafter available to a landlord against a defaulting tenant under the laws of the governing jurisdiction and not otherwise specifically reserved herein.

Section 13.03 MISCELLANEOUS.

- a. Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed which accrues after the date of any default by Tenant hereunder.
- b. In any unlawful detainer action commence by Landlord against Tenant by reason of any default hereunder, the reasonable rental value of the Premises for the period of the unlawful detainer shall be deemed to be the greater of the amount of monthly minimum rent, percentage rent, additional rent and other charges reserved in this Lease for such period for the comparable period for the preceding year.
- c. Tenant hereby waives any right of redemption or relief from forfeiture under the law of the governing jurisdiction, or under any other present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any default by Tenant hereunder.
- d. The various rights and remedies reserved to Landlord herein, including those not specifically described herein, shall be cumulative, and, except as otherwise provided by statutory law in force and effect at the time of the execution hereof, Landlord may pursue any or all of such rights and remedies, whether at the same time or otherwise.
- e. One or more waivers by Landlord of any breach or default shall not be a waiver of any other

breach or default of the same or any other provisions.

- f. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.
- g. The receipt by Landlord of any event or payment with or without knowledge of the breach of any other provision hereof shall not be deemed a waiver of any such breach, provided, however, the receipt and acceptance by Landlord of any delinquent rental and/or other sum which may be due hereunder shall constitute a waiver of said breach of timely payment for the particular payment involved (but not as to any other breach), and no waiver by Landlord of any sum due hereunder or any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.
- h. No delay or omission in the exercise of any right or remedy accruing to Landlord upon any breach by Tenant under this Lease shall impair such right or remedy or be construed as a waiver of any such breach theretofore or hereafter occurring.

Section 13.04 DETERMINATION OF RENT.

For the purpose of this Article XIII, the rent due for any calendar month after default by Tenant and/or re-entry by Landlord shall be deemed to be the average monthly rent, including any percentage rent, additional rent and other charges, which shall have been payable for the twelve (12) month period immediately prior to such default and/or re-entry or for such shorter period of time as this Lease shall have been in effect.

Section 13.05 DEFAULT BY LANDLORD.

Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for a period of thirty (30) days following written notice from Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion. This Lease may not be canceled for any default by Landlord. Tenant's sole remedy for any default by Landlord shall be such damages as may be afforded by law. Copies of notices of default on the part of Landlord shall be concurrently sent to any lender who directly or through Landlord so requests such writing.

Section 13.06 EXPENSE OF LITIGATION.

If either party incurs any expense, including reasonable attorneys' fees, in connection with any action or proceeding, including declaratory relief, instituted by either party by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party its reasonable expenses including, without limitation, all attorneys' fees and court costs.

ARTICLE XIV - COMMON AREAS

Section 14.01 DEFINITION.

All areas within the interior boundaries of the Shopping Center which are neither (i) areas occupied by buildings (roof overhangs, canopies, any columns supporting them, swinging doors and subsurface foundations shall not be deemed encroachments on common areas) or (ii) areas designated by Landlord from time to time for the exclusive use of a particular tenant or tenants, shall be deemed "common area".

Section 14.02 USE OF COMMON AREAS.

Tenant and its employees and invitees shall have the non-exclusive license to use the common areas during the Lease term, for parking and for pedestrian and vehicular access in and to the Shopping Center in common with Landlord and with other persons authorized by Landlord from time to time to use such areas, subject to such reasonable rules and regulations relating to such use as Landlord may from time to time establish.

Section 14.03 CONTROL BY LANDLORD.

- a. Landlord may (i) make changes at any time and from time to time in the size, shape, location, number and extent of the common areas or any of them, and/or (ii) designate new building areas or change the size, location or configuration of any existing building area without Tenant's approval or consent, and no such change shall entitle Tenant to any abatement of rent.
- b. Landlord, directly or by contract shall operate, manage, equip, light, repair, replace, clean and maintain the common areas in such manner as Landlord may determine to be appropriate in its sole discretion. Landlord may temporarily close any common area for repairs or alterations, to prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Landlord.
- c. Landlord shall at all times during the term of this Lease have the sole and exclusive control of the automobile parking areas, driveways, entrances and exits and the sidewalks and pedestrian passageways and other common areas, and may at any time and from time to time during the term hereof restrain any use or occupancy thereof except as authorized by the rules and regulations for the use of such areas established by Landlord from time to time. The rights of Tenant in and to the common areas shall at all times be subject to the rights of Landlord, the other tenants of Landlord and the other owners of the store in the Shopping Center to use the same in common with Tenant, and Tenant shall keep said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation. If in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Shopping Center, upon demand of Landlord, Tenant, shall restrain such unauthorized use by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized person from the common areas or to prohibit the use of any said areas by unauthorized persons.
- d. Tenant and its employees shall park their vehicles only in those portions of the common areas from time to time designated for that purpose by Landlord. Tenant shall upon request furnish Landlord with a list of its employees' vehicle license numbers and Tenant shall thereafter notify Landlord of any change in such list within five (5) days after each such change occurs. Tenant agrees to assume responsibility for compliance by its employees with the parking provisions contained herein. If Tenant or its employees park in other than such designated parking areas, then Landlord may charge Tenant, as additional rent, Ten Dollars & No/100ths (\$10.00) per day for each day or partial day each such vehicle is parked in any of the common areas other than as designated. Tenant hereby authorizes Landlord to tow away from the Shopping Center any vehicle belonging to Tenant or Tenant's employees parked in violation of these provisions, and/or to attach violation stickers or notice to such vehicle. Moreover, Landlord may at any time prohibit all employees from parking on the common areas.
- e. In the event Landlord elects to limit or control parking by customers or invitees of the Shopping Center, whether by validation or parking tickets or any other method of assessment, Tenant agrees to participate in such validation or assessment program under such reasonable rules and regulations as are from time to time established by Landlord with respect thereto.

Section 14.04 ENVIRONMENTAL PROTECTION EXPENSE.

- a. If prior to, or at any time during the term of this Lease a law, regulations, or rule is adopted by any governmental authority requiring that monitoring equipment measuring air quality is installed in the Shopping Center, or assessing any charge, levy of tax against Landlord or the Shopping Center by reason of any use made of the Common Area or the Shopping Center or

for any other environmental protection expense, Tenant shall pay to Landlord as additional rental upon demand, its pro rata share of the initial cost and maintenance and operating expense of such equipment, determined in the same manner as is provided in Section 14.06 of this Lease relating to computing Tenant's share of Common Area expenses. Additionally, if there is required extraordinary waste disposal services facilities or equipment or modification of existing waste treatment facilities and equipment of the Shopping Center, Tenant shall pay to Landlord upon demand as additional rental its pro rata share of the initial cost, and maintenance, and operating expenses thereof calculated in accordance with Section 14.06 of this Lease. Tenant shall extend to Landlord reasonable rights of entry to the Premises for purposes of testing air quality as may be required. Tenant acknowledges that Landlord may be required from time to time by governmental authority to reduce the energy consumption of the Shopping Center, to impose a parking or similar regulatory charge, to modify or restrict the hours of operation of Tenant's business, to limit access to the Shopping Center or to reduce the number of parking spaces available for Tenant's customers, or other limiting actions all of which actions shall be binding on Tenant if enacted or enforced by Landlord in accordance with the requirements of a governmental authority. No such action on the part of the Landlord shall be deemed to be a breach by Landlord of its obligations under this Lease or terminate or limit the Tenant's obligations. This Section shall not in any way limit any right given Landlord under any other section of this Lease.

Section 14.05 COMMON AREA CHARGES.

Tenant shall pay to Landlord, as additional rent, in the manner and at the time provided below, Tenant's pro rata share, as defined below, of all costs and expenses incurred by Landlord in the operation and maintenance of the common areas and buildings during the term of this Lease to keep the center in a first class condition. Such costs and expenses shall include, without limiting the generality of the foregoing, gardening and landscaping; resurfacing and patching of parking areas, holiday lighting, holiday promotions, bumpers, directional signs and other markers; maintenance costs associated with the operation of the traffic signals; local site maintenance management expense; parking lot striping; tire stops; curb painting; parking lot sweeping; power wash sidewalks; pest control; parking lot enforcement and signage; storm drain maintenance, inspections and permits; graffiti removal and anti-graffiti coating; cost of public liability, property damage, fire and extended coverage, earthquake, vandalism and malicious mischief, and other insurance, maintained by Landlord for the benefit of the Shopping Center, in addition to the insurance maintained in accordance with Article VIII; real estate taxes as defined in Section 5.02 applicable to the Common Area; personal property taxes; replacements, repairs, painting; lighting and all other utilities (including garbage and recycling); cleaning, trash removal; depreciation of equipment; fire protection, security, and similar services (provided nothing herein contained shall be deemed a representation or requirement that any such services shall be maintained); environmental protection expense as defined in Section 14.04; compliance with Americans with Disability Act as defined in Section 16.26; and an amount equal to twelve percent (12%) of all of the foregoing costs and expenses to cover Landlord's administrative and overhead expense. (All of such costs, expenses and Landlord's administrative and overhead expense are herein called "Common Area Charges"). During the Primary Term of the Lease, Tenant's obligation with respect to Common Area Charges shall be the amount set forth in Section 8 of the Shopping Center Lease Summary. After the Primary Term, Tenant's obligation with respect to Common Area Charges shall be adjusted to reflect actual costs.

Section 14.06 PRO RATA SHARE DEFINED.

Tenant's pro rata share of Common Area charges shall be determined by multiplying the total Common Area charges for the Shopping Center by a fraction, the numerator of which is the ground floor leasable area of the Premises and the denominator of which is the total ground floor leasable area of all constructed buildings in the Shopping Center which are leased during the particular period for which such Common Area charges are levied, provided, however, that Landlord owns the parcel to which such buildings are a part and/or Landlord maintains the common areas therein. Landlord may adjust Common Area Charges and/or Tenant's pro-rata share fraction in accordance with practices relevant to multi-tenant commercial developments on a basis consistent with the benefits derived by the tenants of each component of the Shopping Center and

having regard to the nature of the particular costs and expenses being allocated, as determined by Landlord in its sole business judgment (i.e. Landlord can charge building specific charges to only those tenants occupying such buildings).

Section 14.07 PAYMENT OF COMMON AREA CHARGES.

Prior to the commencement of each calendar year of this Lease, Landlord may give Tenant a written estimate of Tenant's pro rata share of Common Area charges for the ensuing year. Tenant shall pay such estimated amount to Landlord in equal monthly installments, in advance, as part of the same check with which Tenant pays the monthly minimum rent. If Landlord so estimates, within ninety (90) days after the end of each calendar year of this Lease, Landlord shall furnish to Tenant a statement showing in reasonable detail the Common Area charges incurred by Landlord for the operation and maintenance of the Common Areas during such year, and the parties shall within thirty (30) days make any payment or allowance necessary to adjust Tenant's estimated payment to Tenant's actual pro rata share of Common Area charges as shown by such annual statement. If Landlord elects not to so estimate, Tenant shall pay its share of such Common Area charges at such intervals as Landlord may elect to bill Tenant, but not more frequently than monthly billing.

ARTICLE XV - SIGNS, LIGHTING, ADVERTISING

Tenant shall not, without Landlord's prior written consent (a) install or affix to the Premises any signs, exterior lighting or plumbing fixtures, shades, awnings, or exterior decorations (including exterior painting); (b) Display or sell merchandise on, or otherwise obstruct, any area outside of the Premises; (c) Cause or permit to be used any advertising materials or methods which are objectionable to Landlord or to other tenants of the Shopping Center, including without limiting the generality of the foregoing, loudspeakers, mechanical or moving display devices, unusually bright or flashing lights and similar devices the effect of which may be seen or heard outside the Premises; (d) Solicit business in the common areas, or distribute any handbills or other advertising matter in the parking area or in other common areas.

ARTICLE XVI - MISCELLANEOUS

Section 16.01 OFFSET STATEMENT.

- a. Tenant shall at any time, from time to time and within five (5) days after receipt thereof from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (ii) the dates to which monthly minimum rent, percentage rent, and additional rental charges have been paid in advance, if any; (iii) the commencement and termination dates of this Lease; (iv) acknowledging that there are not, to Tenant's knowledge, any incurred defaults on the part of Landlord hereunder, or specifying such defaults, if any, as are claimed; and (v) certifying any other matters reasonably requested by Landlord pertaining to the Premises or this Lease. Any such statement may be relied upon by any prospective purchaser or encumbrancer of the Premises or of all or any portion of the real property of which the Premises are a part.
- b. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no incurred defaults in Landlord's performance; and (iii) that not more than one month's monthly minimum rent has been paid in advance; and (iv) that all matters set forth in said statement are true and correct. Tenant hereby authorizes Landlord to execute and deliver such statement to any person on behalf of Tenant.

Section 16.02 LANDLORD'S RIGHT OF ACCESS.

Landlord and its agent shall have free access to the Premises for the purposes of examining the same to ascertain if they are in good repair, posting notice of non-responsibility, making repairs or installations which Landlord may be required or permitted to make hereunder and exhibiting the same to prospective purchasers or tenants. Landlord shall have no liability to Tenant for any

exercise of its right of entry hereunder or under any other provision of this Lease.

Section 16.03 RELOCATION OF PREMISES.

INTENTIONALLY DELETED.

Section 16.04 TRANSFER OF LANDLORD'S INTEREST.

In the event of any transfer of Landlord's interest in this Lease or in the Premises, Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

Section 16.05 FLOOR AREA.

"Ground Floor Area" as used in this Lease means, with respect to the Premises and with respect to each store area separately leased, the aggregate of (a) the number of square feet of floor space on the ground floor level, measured from the exterior faces of exterior walls and the center of party walls, and (b) all outside selling areas used exclusively by any tenant for the sale of merchandise. No deduction or exclusion from floor area shall be made by reason of columns, stairs, elevators, escalators, or other interior construction or equipment.

Section 16.06 SEPARABILITY.

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

Section 16.07 SECURITY DEPOSIT.

Tenant has deposited with Landlord the security deposit set forth in the Lease Summary as security for the full and faithful performance of every provision of this Lease to be performed by Tenant, and Tenant shall, from time to time upon Landlord's request, augment the security deposit by the amount of any increase as computed in accordance with Sections 3.01 and/or 3.02. If Tenant defaults with respect to any provisions of this Lease, Landlord may use, apply or retain all or any part of the security deposit for the payment of any rent or other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of the Lease. Landlord shall not be required to keep the security deposit separate from its general funds, and Tenant shall not be entitled to interest on every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease term. Nothing contained in this Section shall in any way diminish or be construed as waiving any of Landlord's other remedies otherwise set forth in this Lease, or by law or equity.

Tenant waives (i) California Civil Code Section 1950.7 and any and all other laws, rules and regulations applicable to security deposits in the commercial context ("Security Deposit Law"), and (ii) any and all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws. Notwithstanding anything to the contrary herein, the Security Deposit may be retained and applied by Landlord (a) to offset Rent which is unpaid either before or after termination of this Lease, and (b) against other damages suffered by Landlord before or after termination of this Lease.

Section 16.08 LATE CHARGES.

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount, plus any attorneys' fees or other costs incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

Section 16.09 TIME OF ESSENCE.

Time is of the essence with respect to the performance of every provision of this Lease.

Section 16.10 HEADINGS.

The article and paragraph captions and the placement of particular provisions under certain articles or sections contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

Section 16.11 INCORPORATION OF PRIOR AGREEMENTS: AMENDMENTS.

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose unless specifically incorporated herein by reference. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest, and this Lease may not be modified by an oral agreement whether or not supported by new consideration.

Section 16.12 NOTICES.

Any notice or demand required or permitted to be given hereunder shall be in writing and may be served personally, by mail, or by private mail delivery service. If served by mail it shall be addressed as specified in the applicable Lease Summary provision. Any notice so given by mail shall be deemed effectively given 48 hours after deposit by certified mail delivery in the United States mail or deposit with the private mail carrier, postage and/or delivery prepaid or certified postage prepaid and addressed as specified above. Either party may by written notice to the other delivered in accordance herewith specify a different address for notice purposes.

Section 16.13 BROKERS AND REPRESENTATIVES.

- a. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease unless specifically stated to the contrary in the applicable Lease Summary Provision.
- b. Tenant acknowledges that no agent of Landlord has made any representations or warranties regarding this Lease or any provisions hereof which are not incorporated in this written instrument. Tenant understands that all terms of this Lease or Tenant's occupancy of the premises are governed strictly by this written instrument and not by any other correspondence or communications.

Section 16.14 WAIVERS.

No waivers by Landlord of any provision of this Lease shall be effective unless in writing or shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of

the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

Section 16.15 OTHER LOCATIONS. THIS SECTION IS INTENTIONALLY DELETED.

Section 16.16 MARKETING FUND. - THIS SECTION IS INTENTIONALLY DELETED.

Section 16.17 LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desire to make or has made, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work. In the event any lien is filed, Tenant shall at its expense provide a lien release bond to remove such lien, regardless of the validity of such lien or underlying claim.

Section 16.18 SUBORDINATION.

This Lease shall, at Landlord's option, be and remain subordinate to any mortgage, ground lease, or deed of trust that may exist or hereafter be placed upon the Shopping Center of any part thereof and to any and all advances to be made there under and to the interest thereon and to all renewals, replacements and extensions thereof. Tenant shall upon written demand by Landlord execute such instruments as may be required at any time and from time to time subordinate the rights and interests of Tenant under this Lease to the lien of any such ground lease, mortgage or deed of trust, or, if requested by Landlord, to subordinate any such mortgage, ground lease, or deed of trust to this Lease. Tenant shall, in the event any proceedings are brought for default under such ground lease or for the foreclosure of any such mortgage or deed of trust, attorn to the purchaser upon foreclosure sale or sale under power of sale, or to the ground lessor terminating Landlord's rights as ground lessee, and shall recognize such purchaser or ground lessor as Landlord under this Lease. So long as Tenant is not in default hereunder, any further subordination shall not terminate this Lease or otherwise affect Tenant's rights hereunder.

Section 16.19 SUCCESSORS IN INTEREST.

The covenants and all undertakings herein contained shall, subject to the provisions set forth in Article X hereof, apply to and bind the heirs, successors, executors, administrators, assigns and/or subtenants of all the parties hereto ("Successors and Assigns"). The Tenant and its Successors and Assigns shall be jointly and severally liable hereunder.

Section 16.20 GOVERNING LAW.

This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises are located.

Section 16.21 DELAYS.

Whenever a period of time is provided in this Lease or in any exhibit hereto for Landlord or Tenant to do or perform any act or thing, Landlord or Tenant shall not be liable or responsible for nor shall Landlord or Tenant be excused from performing any obligations hereunder as a result of any delay due to strikes, lockouts, casualties, acts of God, or governmental regulations or control or other causes beyond the reasonable control of Landlord or Tenant, and the time for performance specified herein shall be extended for the amount of time Landlord or Tenant is so delayed. This provision shall not excuse late payment of rent and additional charges.

Section 16.22 TENANTS PERFORMANCE.

In the event Tenant shall fail within any time limits which may be provided herein or any exhibit hereto to complete any work or perform any of the requirements provided to be performed by Tenant either after or prior to the Rent Commencement Date, or in the event Tenant shall cause a delay in the completion of any work, Landlord shall have the option of terminating this Lease by a written notice of termination and upon forwarding of said notice to Tenant, this Lease shall cease and terminate any and all improvements which Tenant may have annexed to the realty as of the date of termination shall become the property of Landlord.

Section 16.23 SURRENDER OF PREMISES.

At the termination of this Lease, Tenant shall surrender the premises to Landlord in good condition and repair. If not then in default, Tenant shall have the right at the end of the term hereof to (and upon demand by Landlord Tenant shall) remove any equipment, furniture, trade fixtures, or other personal property placed in the Premises by Tenant, and Tenant shall promptly repair any damage to the Premises caused by such removal.

Section 16.24 FINANCIAL REPRESENTATION.

- a. Tenant represents and warrants (and understand that it is a material consideration for Landlord entering this Lease) the truth, completeness and accuracy of any financial information including, without limitation, financial statements, profit and loss statements, credit references, statements of net worth, proposed income and expense statements, pro forma operating statements, estimated costs of inventory and/or fixtures relating to the Premises, given by Tenant, any of its partners, employees, officers or agents, or by any guarantor of all or any part of Tenant's obligations hereunder, and further represents and warrants that same contain no material misstatement or omissions of fact.
- b. At any time between the Effective Date of this Lease and the Rent Commencement Date, or at any time during the Term, Landlord may request additional financial information or the updating of existing financial information from Tenant or any of the persons names in Section 16.24(a). If in the reasonable judgment of Landlord, any such additional financial information discloses that Tenant has suffered a material negative change in its financial condition or if it appears that Tenant is unable or likely to become unable to perform any of its obligations under this Lease, including, without limitation, the obligations set forth in Sections 2.04 and/or 6.01, Landlord shall, by written notice to Tenant, have the right to terminate this Lease and/or require that Tenant deposit into a trust account of which Landlord and Tenant shall be named co-trustees, amount which Landlord shall reasonably deem to be necessary in order to assure that Tenant will perform its obligations hereunder.

Section 16.25 FINANCING.

Landlord shall not be obligated to proceed with construction of the Premises, or the shopping center, as the case may be, if applicable, unless and until financing acceptable to Landlord is obtained. Should such financing approvals not be obtainable within six months after the execution of this Lease, Landlord or Tenant shall have the right within thirty (30) days thereafter to cancel this Lease by delivering written notice to that effect to Tenant shall be of no further force or effect subsequent to the commencement date. Neither party shall have any liability, either for damages or otherwise, to the other arising out of or based upon this Lease by reason of any cancellation provided for in this Article.

Section 16.26 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.

Landlord and Tenant hereby agree and acknowledged that the Premises, the Building and/or the Park may be subject to the requirements of the Americans with Disabilities Act (the "ADA"), a federal law certified at 42 U.S.C. 12101 et seq, including, but not limited to the Title III thereof, all regulations and guidelines related thereto, and any amendments thereof. Any Tenant Improvements to be constructed hereunder shall be in compliance with the requirements of the ADA, and all costs

incurred for purposes of compliance therewith shall be a part of and included in the costs of the Tenant Improvements. Tenant is responsible for conducting its own independent investigation of this matter. Except for the construction of any Tenant Improvements, for which Tenant shall be solely responsible for compliance with the ADA, if any barrier removal work or other work is required to the Building, the Common Area or the Park under Title III of the ADA, then such work shall be done by Landlord and the cost of such work shall be reimbursed by Tenant as a part of Common Area Maintenance expenses; provided, if such work is required under the ADA as a result of Tenant's use of the Premises or any work or alteration made to the Premises by or on behalf of Tenant, then such work shall be performed by Landlord at the sole cost and expense of Tenant. Except as otherwise provided in this provision, Tenant shall be responsible at its sole cost and expense for fully and faithfully complying with all applicable requirements of the ADA.

Section 16.27 LANDLORD'S PERSONAL LIABILITY.

The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the actual interest of Landlord and its present or future partners in the Premises or any portion thereof and Tenant agrees to look solely to the Premises for satisfaction of any liability and shall not look to other assets of Landlord nor seek any recourse against the assets of the individual partners, directors, officers, shareholders, agents or employees of Landlord; it being intended that Landlord and the individual partners, directors, officers, shareholders, agents, or employees of Landlord shall not be personally liable in any manner whatsoever for any judgment or deficiency. The liability of Landlord under this Lease is limited to its actual period of ownership of title to the premises, and Landlord shall be automatically released from further performance under this Lease and from all further liabilities and expenses hereunder upon transfer of Landlord's interest in the Premises. Tenant agrees to attorn to any entity purchasing or otherwise acquiring the Premises.

Section 16.28 MORTGAGEE PROTECTION.

Upon any breach or default on the part of Landlord, Tenant will give written notice by registered or certified mail to any beneficiary of a deed of trust or mortgagee of a mortgage covering the Premises who has provided Tenant with notice of their interest together with an address for receiving notice, and shall offer such beneficiary or mortgagee a reasonable opportunity to cure the default (which, in no event shall be less than ninety (90) days), including time to obtain possession of the Premises by power of sale or a judicial foreclosure, if such should prove necessary to effect a cure. If such breach or default cannot be cured within such time period, then such additional time as may be necessary will be given to such beneficiary or mortgagee to effect such cure so long as such beneficiary or mortgagee has commenced the cure within the original time period and thereafter diligently pursues such cure to completion, in which event this Lease shall not be terminated while such cure is being diligently pursued. Tenant agrees that each lender to whom this Lease has been assigned by Landlord is an express third party beneficiary hereof. Tenant shall not make any prepayment of Rent more than one (1) month in advance without the prior written consent of each such lender. Tenant waives the collection of any deposit from such lender(s) or any purchaser at a foreclosure sale of such lender(s)' deed of trust unless the lender(s) or such purchaser shall have actually receive and not refunded the deposit. Tenant agrees to make all payments under this Lease to the lender with the most senior encumbrance upon receiving a direction from Landlord, in writing, to pay said amounts to such lender. Tenant shall comply with such written direction to pay without determining whether any event of default exists under such lender's loan to Landlord.

Section 16.29 TERMINATION RIGHT.

Tenant shall have a one-time right to cancel this Lease on the terms specifically set forth in this paragraph below. Said right to cancel the Lease shall be exercisable by Tenant, only in the express condition that the State of California, the Federal government, or City of Hayward notifies Tenant its internet café business is prohibited and Tenant is required to terminate its operations prior to the expiration date of this Lease. In such case, Tenant must provide immediate written notice to Landlord accompanied by a copy of the Notice to Tenant and the applicable governmental legislation detailing Tenant's internet cafe business is prohibited as well as a copy of the required closing date for this location. If Landlord does not receive Tenant's written termination notice as set

forth above, Tenant shall waive and forever forfeit its right to terminate this Lease during the remainder of the term. If Tenant exercises this one time termination right, Tenant's Lease shall terminate effective as of the later to occur of: a) the date sixty (60) days after the date Landlord receives certified written notice from Tenant as specified above including copies of the applicable notice and legislation, or b) the date Tenant is required to close its store (and actually does close such store).

SECTION 16.30 CONFIDENTIALITY

Tenant shall not disclose, publish or otherwise disseminate any information, data, terms or provisions contained herein or otherwise arising in connection with the negotiation of the Lease to any party, entity or person without first obtaining Landlord's written consent thereto, which consent may be given or withheld in Landlord's sole and absolute discretion. Tenant understands, acknowledges and agrees that the disclosure, publishing or other dissemination of any such information would be detrimental to Landlord and it is foreseeable that the Landlord could incur substantial costs, losses, liabilities and expenses as a result thereof. Nothing contained herein shall operate to restrict Landlord's disclosure, publishing, or other dissemination of any such information. If Tenant shall breach this Confidentiality provision or if Landlord reasonably believes that Tenant has disclosed, published, or otherwise disseminated such information, then Tenant shall be deemed in default of this Confidentiality provision and Landlord shall be entitled to liquidated damages in the amount of Twenty Five Thousand Dollars (\$25,000.00).

ARTICLE XVII - CONSTRUCTION OF PREMISES

After the execution of this Lease, and after Landlord's and governmental approve of final plans, specifications and working drawings for the Shopping Center, Landlord shall commence and pursue to completion the construction of "Landlord's Work" to the extent (but only to the extent) shown on the attached Exhibit "C", which exhibit is attached hereto, incorporated herein by this reference and made a part of this Lease. Tenant shall, at its sole expense, complete the "Tenant's Work" described in Exhibit "C".

NO FURTHER TEXT ON THIS PAGE.

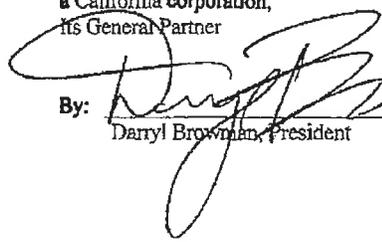
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth in the Lease Summary.

TENANT ACKNOWLEDGES THAT UNLESS AND UNTIL A FULLY EXECUTED COUNTERPART OF THIS LEASE AND ALL ATTACHMENTS, APPROVED AND SIGNED BY LANDLORD, IS DELIVERED TO TENANT, THIS INSTRUMENT SHALL CONSTITUTE ONLY A PRELIMINARY EXPRESSION OF INTENT AND MAY BE MODIFIED OR REVOKED BY LANDLORD, IN WHICH EVENT NEITHER PARTY SHALL BE BOUND THEREBY OR HAVE ANY LIABILITY TO THE OTHER PARTY. TENANT FURTHER UNDERSTANDS THAT THIS DOCUMENT, WHEN SIGNED BY TENANT HAS SUBSTANTIAL LEGAL CONSEQUENCES AND NEITHER LANDLORD OR ITS AGENTS HAS ADVISED TENANT IN ANY WAY AS TO THE LEGAL, BUSINESS, OR TAX CONSEQUENCES TO TENANT ARISING FROM OR CONNECTED WITH THIS LEASE. TENANT IS RELYING SOLELY ON THE ADVICE OF ITS OWN CONSULTANTS REGARDING THIS LEASE.

LANDLORD:

BDC A Street L.P.
a California limited partnership

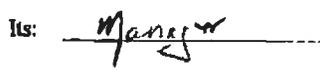
By: **Browman Development Company, Inc.**
a California corporation,
its General Partner

By: 
Darryl Brownman, President

TENANT:

Net Connection Hayward, LLC,
a California limited liability company

By: 

Its: 

Date of Execution 11/26, 2012

BDC

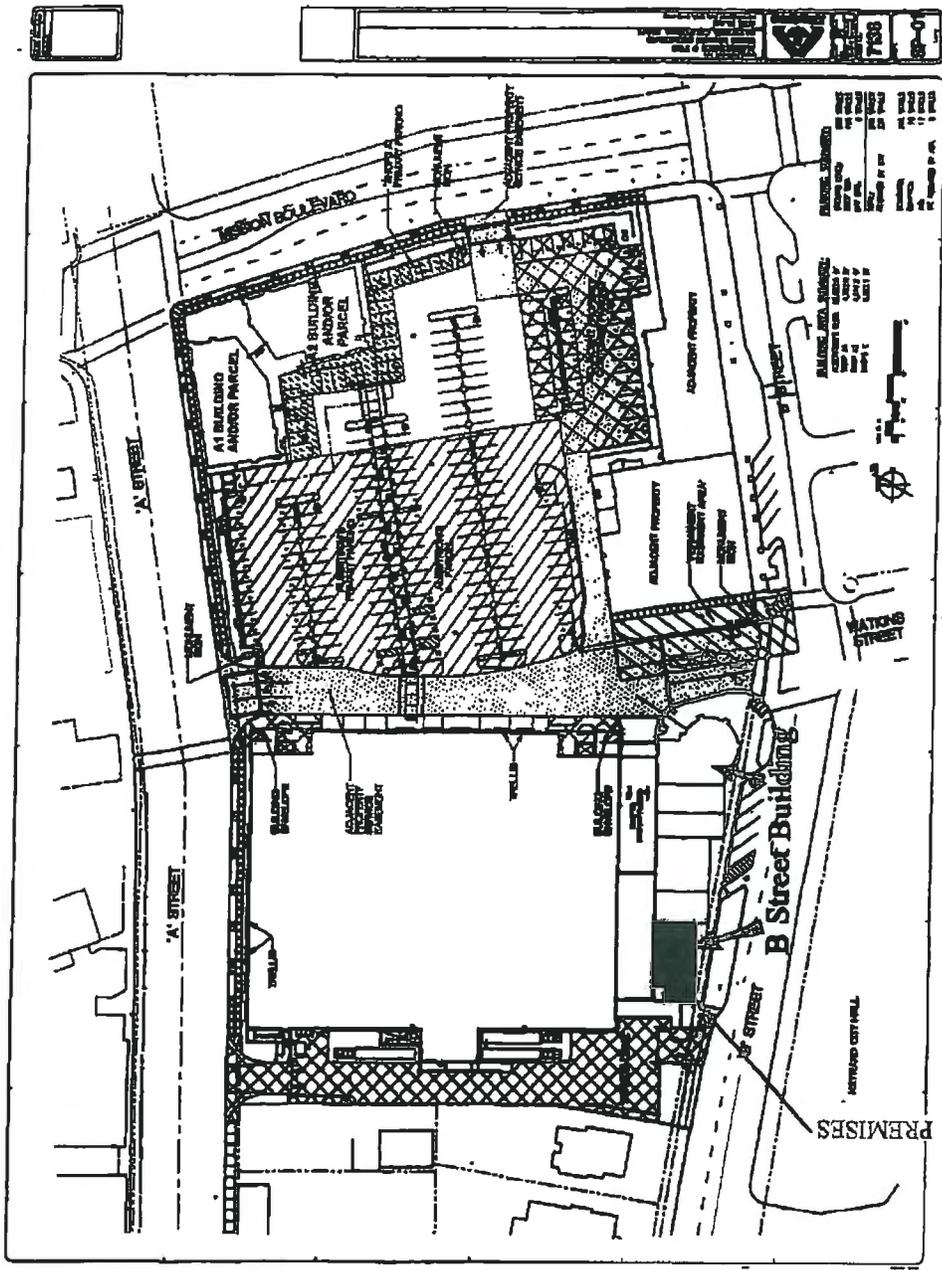


EXHIBIT A

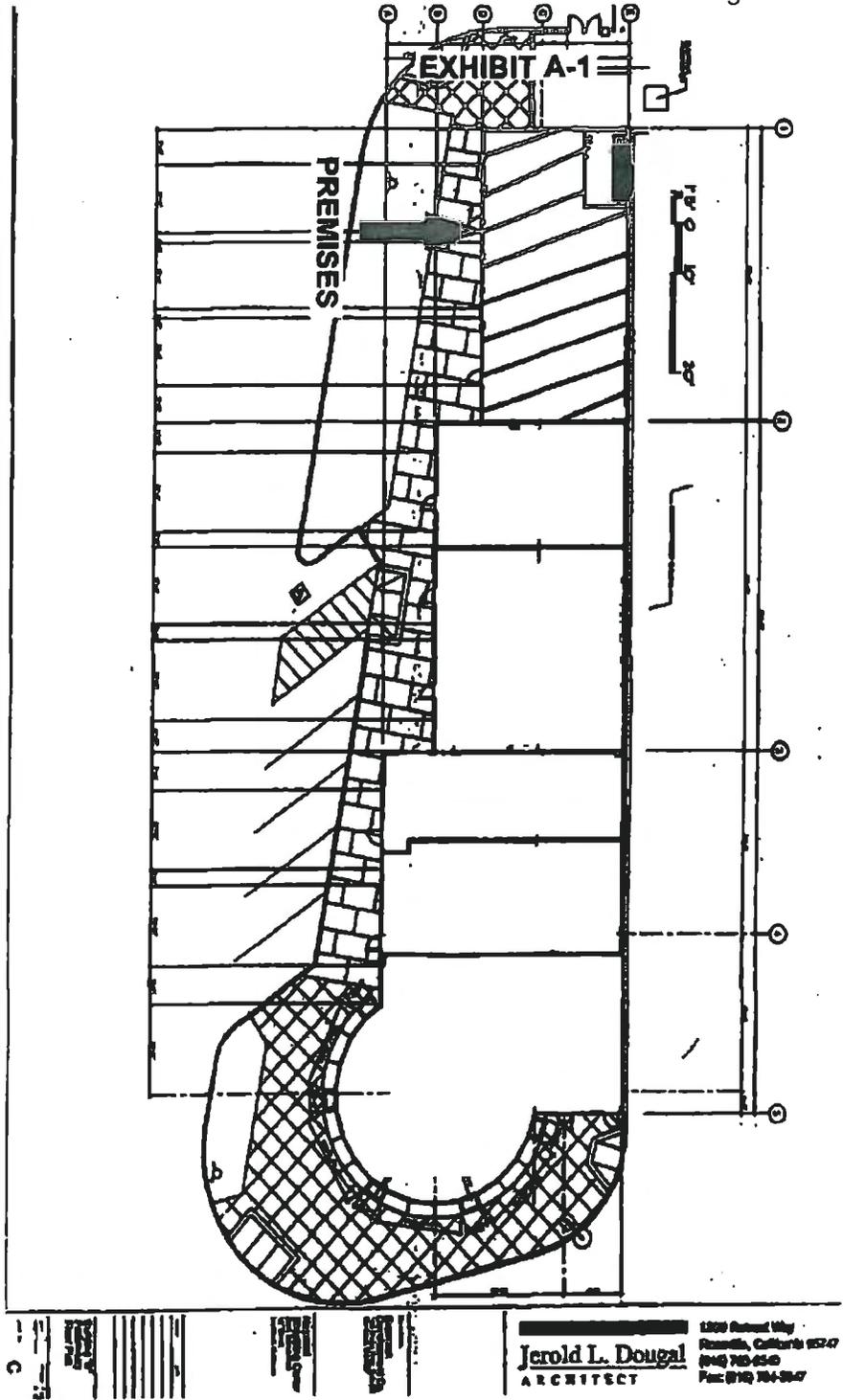


EXHIBIT "B"

SHOPPING CENTER:

Real Property in the City of Hayward, County of Alameda, State of California, described as follows:

Parcels 1, 2 and 3, Parcel Map 7686, filed January 3, 2002, Map Book 282, Pages 58 and 59, Alameda County Records County.

LANDLORD'S PROPERTY:

Real Property in the City of Hayward, County of Alameda, State of California, described as follows:

Parcels 2 and 3, Parcel Map 7686, filed January 3, 2002, Map Book 282, Pages 58 and 59, Alameda County Records County.

DB

BDC

EXHIBIT "C"
DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

1. LANDLORD'S WORK:

1.1 The Premises is being delivered to Tenant in "As Is" condition. Landlord has no obligation or requirement to provide any additional improvements to the Premises.

1.2 Landlord shall not be responsible for, nor shall Landlord construct any additional improvements on the Premises unless agreed to by Landlord in writing.

1.3 Tenant agrees that upon the Turnover of the Premises to Tenant, Tenant shall conclusively be deemed to have accepted the Premises in the condition which they may then be; and Tenant hereby waives any right or claim arising out of the condition of the Premises, appurtenances thereto, or the improvements, or equivalent therein, and Landlord shall not be liable for any latent or patent defects therein. However, nothing contained in this paragraph shall be deemed to limit Landlord's obligation to repair the Premises wherever such obligation is expressly set forth in this Lease.

2. TENANT'S WORK:

2.1 Within thirty (30) days following the Effective Date of this Lease and receipt of plans from Landlord, Tenant shall deliver to Landlord for its written approval two (2) of scale drawings depicting Tenant's Work/Tenant's floor plan. Landlord shall have fifteen (15) days within which to approve or disapprove Tenants drawings. If the plans are disapproved, Tenant shall make such reasonable changes to the Plans as are required by Landlord and shall again submit two (2) sets to Landlord for approval. The foregoing procedure shall be followed until a mutually satisfactory set of plans is approved by Landlord. Upon delivery of possession, Tenant shall thereupon immediately proceed with due diligence, at its own expense, to install thereon Tenant's property (meaning all items of Tenant's construction and Tenant's trade fixtures, equipment and merchandise) without interference with other work, if any, being done in the building or Shopping Center, and in compliance with all reasonable rules which Landlord, its architect and its contractor may make. Tenant shall, upon final completion of its work, furnish Landlord with all certificates and approvals relating to any work or installations done by Tenant that may be required by any governmental or insurance requirements. Landlord shall have no responsibility for any loss of or damage to any of Tenant's property so installed or left on the premises. Tenant's entry shall be subject to all of the provisions of this Lease other than the payment of rent and other charges to Landlord; and at all times after such entry, Tenant shall maintain or cause to be maintained in effect insurance complying with this Lease.

2.2 All work performed on the Premises by Tenant shall be performed by certified licensed contractors, workers, subcontractors and materialmen.

**EXHIBIT "D" TO SHOPPING CENTER LEASE
(PROHIBITED USES)**

No portion of the Premises, shall be used or occupied for any of the following:

- A. Sell, Rent, and/or distribute pre-recorded video products, video disks, video games, laser disks, CD's, DVD's, MP-3's, or a technological evolution of any of the foregoing items;
- B. No portion of the Premises, shall be (a) used or occupied as a retail supermarket, drug store or combination thereof, nor (b) used for the sale of any of the following: (i) fresh meat, fish or poultry; (ii) liquor or other alcoholic beverages for off-premises consumption in package form, including, but not limited to, beer, wine and ale; (iii) produce; (iv) floral items; (v) any combination of food items sufficient to be commonly known as a convenience food store or department; and (vi) items requiring dispensation by or through a pharmacy or requiring dispensation by and through a registered or licensed pharmacist;
- C. Conduct a retail sales business specializing in meat, fish, poultry, perishables or produce retail sales of any size leasable area;
- D. Operate a beauty supply store or the sale of beauty supplies;
- E. For the conduct of any store, business, trade or profession (whether separately or as a part of another entity) which requires or has a license or permit to conduct a pharmacy from the California State Board of Pharmacy or other agency which hereafter may be empowered to license or permit the conduct of a pharmacy, or which employs or is required to employ a registered pharmacist, as such;
- F. For the conduct of any store, business, trade or profession (whether separately or as a part of another entity) which is called, labeled, named, or is commonly known or referred to as a "drug store", "pharmacy", or "apothecary";
- G. The sale of so called health and/or beauty aids and/or drug sundries;
- H. The operation of a business in which photofinishing services and/or photographic film are offered for sale;
- I. The operation of a business in which greeting cards, gift items and/or gift wrap are offered for sale;
- J. Intentionally deleted;
- K. For the purpose of any entertainment or recreational facility. As used herein, the terms "entertainment or recreational facility" include, but are not limited to, a bowling alley, skating rink, theater, electronic game arcade, billiard room, health spa or studio or gym, or other place of public amusement. This shall not restrict an internet café offering sweepstakes marketing;
- L. For the operation of a health club, gymnasium, women's diet center or fitness center.
- M. For the sale of hardware, building supplies, and/or lumber or any business generally regarded, represented or held out to be that of a lumber company or home improvement center;
- N. For any theater, bar, tavern, adult book store, automotive repair facility, dance hall, pool hall, game parlor, massage parlor, warehouse, car wash, tattoo parlor, tobacco shop, or displaying for the purposes of renting, leasing, or sale of any motor vehicle or trailer, or for industrial purposes, for any women's fitness or health club facility;
- O. For any optometrist, dentist, or chiropractic office;

LANDLORD BDC

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TENANT [Signature]

- P. For any Pizza, Italian restaurant, Mexican restaurant, or Hawaiian BBQ;
- Q. For any open or enclosed malls;
- R. For any deli or sandwich restaurant.
- S. For a business deriving more than 5% of its gross sales or using 5% or more of their total gross floor area for the sale of any fruit smoothie beverages, and fresh or frozen blended fruit juices that exceed
- T. For any home furnishings rental to own;
- U. Operate a travel agency with ancillary tour sales;
- V. For any women's clothing and/or apparel, including any so called "discount or budget" operations, or any retail store selling popular to moderately priced (as said term is used in the trade, including any so called "discount or budget" operations) junior, misses, or women's clothing and/or women's apparel);
- X. For the sales or rental of tuxedos.
- Y. For any men's clothing store or shoe store;
- Z. For the sale of auto parts, supplies, accessories, prepackaged petroleum products;
- aa. For a florist or an art and framing store;
- bb. For a sporting goods store;
- cc. For a health/vitamin store;
- dd. For any jewelry store including fine jewelry, discount or credit jeweler;
- ee. For the operation of a parcel shipping store providing overnight delivery services, photocopy services, fax services for profit;
- ff. For the operation or sale of any Asian food restaurant, including without limitation rice bowl dishes, Chinese, Japanese, Korean, Mongolian, Thai or Vietnamese food;
- gg. For any ice cream and/or yogurt shop as well as the sale of any crepes and tapioca drinks;
- hh. For the operation of a dry cleaning plant or dry cleaning drop station or a clothing alterations business;
- ii. For the operation of a hair salon providing haircutting services including perms;
- jj. For the operation of a nail salon;
- kk. For the operation of a business that sales cellular or wireless phones;
- ll. For the operation of a business that sales insurance plans

LANDLORD BDC

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TENANT _____

Net Connection

EXHIBIT "E"
RETAIL SIGN CRITERIA
B Street Building
HAYWARD, CALIFORNIA

These criteria have been established for Shop A-1, Shop A-2 and Shop C Building Elevations and for the purpose of assuring a coordinated sign program and maintaining a continuity of quality and aesthetics throughout Mission/ A Street Shopping Center for the mutual benefit of all tenants. Conformance will be strictly enforced. Any installed non-conforming or unapproved sign must be brought into conformance at the non-conforming tenant's expense. These Sign Criteria are subject to change based on the City of Hayward's approval and further analysis of Landlord. It is agreed by Tenant to adhere to any future changes. It is agreed that this Exhibit "E" shall stay in force as written.

The Shopping Center property manager is to administer and interpret sign criteria, but is not empowered to authorize any departure from criteria without written approval of Landlord.

Landlord requires all sign manufacturers/installers to submit with drawings a Certificate of Insurance for Workman's Compensation, Property Damage and Public Liability. The minimum public liability limit shall be One Million Dollars (\$1,000,000.00) per occurrence which shall protect sign contractor, tenant and landlord against property damage or liability claim caused by or connected with the installation, use, or structural sufficiency of the sign. Certificate of insurance shall be provided to the Landlord.

GENERAL REQUIREMENTS

All signs shall be constructed and installed at the tenant's expense.

1. Tenant will not permit any signs, advertisement, banners, pennants, insignia, trademarks, or notices to be displayed, inscribed upon or affixed on any part of the outside or inside of premises, without prior sole and absolute approval of Landlord.
2. Prior to applying for City or County approval or permit and before fabrication, Tenant shall submit to the Landlord for approval three (3) copies of proposed sign drawings. These sign drawings shall include location, size, style of lettering, materials, type of illumination, installation, details, color selection and logo design and method of attachment. One (1) plan that is submitted for approval is to be in color.
3. All permits for signs and their installation shall be obtained by the Tenant, Tenant's sign contractor, or their representative prior to installation.
4. The Tenant and/or sign contractor shall be responsible for the fulfillment of all requirements and specifications prior to installation.
5. Tenant shall be responsible for the installation and maintaining the sign in good working order once the installation is complete which shall include, but not be limited to, replacement of damaged letters and burned out neon tubing at Tenant expense. In the event Landlord notifies Tenant of an existing defect and Tenant fails to cure said within thirty (30) days after notification by Landlord, Landlord may cause the defect to be repaired. Tenant hereby agrees to reimburse Landlord for the cost of any such repairs within ten (10) days after receipt of an invoice setting forth those costs incurred by Landlord.
6. Each Tenant shall be fully responsible for the operation of the Tenant's sign contractor, or any other subcontractor, and shall indemnify, defend and hold harmless Landlord from all damage, liability, costs, expenses, causes of action, mechanic's liens and stop notices on account thereof.
7. Tenant must have signs completely installed and connect sign display and primary wiring in sign band area stipulated by Landlord and canopy and/or under canopy prior to opening for business.

8. No exposed crossovers or conduit will be permitted.
9. Signing for Tenants, located on the Building Area as shown in E-1, E-2, and E-3 shall be consistent with the architecture of the building, and shall be subject to the Design Requirements included in this agreement as listed below and all governing agencies having jurisdiction over the shopping center.
10. All signs and their installation shall comply with all building codes, electrical codes, other applicable laws, ordinances, rules and regulations, agencies and utilities having jurisdiction over building signing. Signs not installed in strict accordance with said codes and/or without having received landlord's previous approval plans and specifications shall be corrected by the Tenant, at Tenant's cost and expense, upon demand by the Landlord. If not corrected within thirty (30) days, sign may be corrected by Landlord at Tenant's expense.
11. Erection of any sign shall be promptly and safely erected with as little disruption to business and traffic as possible and with minimum of inconvenience to the Landlord and to the other tenants.
12. All signs shall be reviewed by Landlord for conformance with this criteria and overall design quality. The approval or disapproval of sign submittal based on aesthetics of design shall remain the sole right of Landlord or its authorized representative.
13. There will be no monument or pylon signs allowed in the center. Tenant will be allowed signage on its sign band area only unless otherwise specified.

DESIGN REQUIREMENTS

1. All signs shall consist of individual internally illuminated letters. Color and style of face can be selected by Tenant, but design, color style, and spacing of letters must be approved by Landlord at Landlord's sole and absolute discretion. One logo per Tenant will be allowed and will follow same criteria as letters per Exhibit E-1.
3. All copy to be approved by Landlord prior to permitting. All canopy fascia signs shall be permitted only within the are designated "Sign Band" shown on Exhibit E-1 and E-2 attached with "Sign Band" defined as a 48" band centered within each tenant's designated sign area.
4. Each Tenant shall be assigned a sign area to be indicated on a site plan prior to sign approval.
5. The maximum height of any individual letter shall be 24".
6. Each Tenant shall install one sign on the sign fascia in front of Tenant's space and one sign respectively along either the A Street or Mission Blvd. the elevation per E-1 or E-2 as the case may be. Height of each sign shall not exceed 24", Exhibit E-1, 24" Exhibit E-2, overall from top to bottom. Length of sign area shall not exceed 70% of shop lineal frontage, including logo.
7. Each Tenant shall be permitted to place upon each entrance of their premises not more than 144 square inches of painted, gold leaf or decal application. Lettering not to exceed two inches in height; lettering will indicate name of firm and hours of business, emergency telephone numbers. No credit system or other miscellaneous decals are permitted on the storefront glass. Painted lettering on doors or on show windows may not be illuminated on either exterior or interior of the storefront glass.
8. Should Tenant lease an area larger than one standard unit as designated on the original plan the Landlord may, at the Landlord's sole option, grant that Tenant the use of sign areas in excess of those specified elsewhere within this sign criteria.
9. All companies bidding to manufacture Tenant signs shall be advised that no substitutes will be accepted whatsoever, unless so indicated in the specifications and approved by Landlord in

writing. Any deviation from these specifications may result in Landlord's refusal to accept same. All manufacturers shall also be advised that prior to acceptance and final payment, each unit may be inspected for conformance by an authorized representative of Landlord. Any signs found not in conformance will be rejected and removed at Tenant's expense.

CONSTRUCTION REQUIREMENTS

1. Sign construction shall be individual aluminum pan channel letters, 5" deep aluminum returns and 3/4" gold trim cap. Letter faces shall be 3/16" thick plexiglass as manufactured by Acrylite or Rohm & Haas for outdoor use. Interior neon tubing will be 3" on center or less. Neon the same color as plexiglass face. No labels visible on signs except U.L. label and county sticker, no sign company name to be visible from ground. All signs shall be fabricated using full welded construction.
2. A raceway shall consist of 24 ga. sheetmetal cabinet, 8" high, 6" deep, primed with paintlok, finished to match the color the sign fascia, which color is available at the jobsite for inspection. Raceway shall run concealed behind the sign fascia. Transformers shall be housed in the raceway. One conduit for 120V power shall enter the raceway from the existing junction box on the backside of sign fascia. This requirement subject to approval of all governing bodies.
3. Letter cabinets shall be made of 24 ga. sheetmetal cabinets, 5" deep. Letter cabinets shall be primed with paintlok and shall be finished to match color of the storefront aluminum, which color is available at jobsite for inspection. Letter cabinets shall be fastened to the sign fascia, and shall be centered on the sign fascia.
4. All electrical signs shall bear the U.L. label, and their installation must comply with all local building and electrical codes.
5. Electrical service to all signs shall be on Tenant's separate meters and shall be part of Tenant's construction and operation cost and shall not be a part of the common area operation costs.
6. All bolts, fastenings, clips, etc., shall be galvanized iron, stainless steel, aluminum, brass or bronze. Black iron materials of any type are not permitted.
7. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
8. Upon removing any sign or termination of lease, Tenant agrees to remove, fill holes, replaster and paint area of old sign and repair the sign band, including removal of all debris, to its original condition at his sole cost and expense.
9. A sign shall consist of internally illuminated individual letters. Internally illuminated individual letters shall consist of (1) a raceway, (2) metal letter channel, (3) illumination, (4) plastic face, and (5) 3/4" gold trim cap.

GUARANTEE

The entire display of each Tenant shall be guaranteed for one (1) year from date of installation against defects in material and workmanship.

RESTRICTIONS

1. Advertising devices such as attraction boards, posters, banners and flags will not be permitted other than as specified.
2. Flashing, animated, audible, revolving or signs that otherwise create an illustration of animation will not be permitted.
3. No exposed lamps or bulbs will be permitted.

4. Spotlighted or floodlighted signs will not be permitted.
5. Landlord will control all sign lighting by time clock. Hours of sign illumination shall be mandated by each Tenant's lease.
6. No floor signs, such as inserts into terrazzo, etc. shall be permitted.
7. Painted signs not permitted on sign band area.

PROTECTION OF PROPERTY

1. Tenant's sign contractor shall design and erect his sign in such a manner that it will not overstress, deface or damage any portion of the building or grounds.
2. Any sign, temporary or permanent, capable of exerting damaging pressures on the building due to its size, weight or design shall have its design examined by a structural engineer and shall have his written approval verifying that no unsafe condition will be imposed upon the building, or other structure, to which the sign may be attached.
3. All exposed parts of any sign or sign support subject to corrosion or other similar damage shall be protected in an acceptable manner.
4. Any sign on which stains or rust appear, or which becomes bent, or which in any manner whatsoever is not maintained properly, shall be promptly repaired. Landlord may remove and store, at Tenant's expense, any signs not maintained properly or not in accordance with these criteria.

MAJOR OR CHAIN STORE TENANTS

The provisions of this Exhibit, except as otherwise expressly provided in this Exhibit, shall not be applicable to the identification of signs of markets, drug stores or other occupancy designed by the Landlord as a "Major or Chain Store Tenant" that may be located in the shopping center; it being understood and agreed that the occupants may have their usual identification signs on their building, as the same exist from time to time on similar buildings operated by them in California; provided, however, there shall be no rooftop signs which are flashing, moving or audible and provided said sign is architecturally compatible and has been approved by the Landlord/Developer and any authorizing governmental agencies.

FUTURE CHANGES TO CRITERIA

This sign criteria may be amended or changed in order to accommodate the requirements of the City or other governing bodies with regard to the final approval of the uniform sign program for the Shopping Center. If any such changes are required, this criteria will be amended to incorporate the required changes and Tenant agrees to abide by the new or amended requirements of the sign criteria.

ANY DEVIATION TO THE ABOVE MUST HAVE WRITTEN LANDLORD APPROVAL PRIOR TO FABRICATION.

GUARANTY OF LEASE

IN CONSIDERATION of and as a material inducement for the granting, execution and delivery by BDC A Street L.P., a California limited partnership, as landlord ("Landlord"), of the Lease Agreement (the "Lease") dated November 22, 2012, with Net Connection Hayward, LLC, a California limited liability company ("Tenant"), relating to the leasing and use of those certain premises located at B Street Building Pad, Endcap Unit, in the City of Hayward, County of Alameda, State of California, as more particularly described in the Lease (the "Premises"), the undersigned, Ron Doyle, and individual with an address of 475 Medford Avenue, Hayward, CA 94541 ("Guarantor"), hereby covenants and agrees as follows:

1. Guarantor unconditionally and irrevocably guarantees to Landlord the full and prompt payment of Rent (as such term is defined in the Lease) and any and all other sums and charges payable by Tenant and/or sub-tenant under the Lease, and hereby unconditionally and irrevocably guarantees the full, faithful and timely performance and observance of all the covenants, terms, conditions and agreements required to be performed and observed by Tenant under the Lease and any amendment, modification or renewal thereof.
2. Guarantor hereby covenants and agrees to and with Landlord that if a default shall at any time be made by Tenant in the payment of any such Rent or other such sums and charges payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease or, should Rent or other sums and charges not be paid or terms, covenants, provisions and conditions not be performed in the event of a Financial Proceeding (as defined in Paragraph 10 below), Guarantor shall and forthwith pay such Rent and other such sums and charges and any arrears thereof (including, without limitation, damages, interest, costs, fees, attorneys' fees and expenses) (collectively, the "Lease Amounts"), and shall and will forthwith pay all Lease Amounts that (a) may arise in connection with or otherwise relate to any default by Tenant under the Lease and/or any enforcement of this Guaranty, or (b) would have accrued under the Lease but for the commencement of a Financial Proceeding.
3. Guarantor's obligations under this Guaranty shall be binding on Guarantor's successors and assigns. All references in this Guaranty (a) to Landlord and Tenant shall include their successors, assigns or subtenants, as the case may be, (b) to Tenant, shall also include any entity created by or pursuant to any Financial Proceeding; and (c) to Tenant, shall include any successors in interest to Tenant (whether or not directly succeeding Tenant) by reason of an Event of Reorganization (as defined in Paragraph 10 below).
4. The provisions of the Lease may be changed by agreement between Landlord and Tenant without the consent of or notice to Guarantor. The provisions of the Lease may be changed by agreement between Landlord and any permitted assignee of Tenant or any subsequent assignee without the consent of or notice to Guarantor. The Lease may be assigned by Landlord or Tenant, and the Premises, or a portion thereof, may be sublet by Tenant, all in accordance with the provisions of the Lease, without the consent of or notice to Guarantor. This Guaranty shall guarantee the performance of the Lease so assigned. Without limiting the generality of the foregoing, Guarantor waives the rights and benefits of California Civil Code Sections 2819 and 2820 with respect to any change to the Lease between Landlord and Tenant, and with respect to any change to the Lease between Landlord and any permitted assignee of Tenant or any subsequent assignees, and agrees that by doing so Guarantor's liability shall continue even if (a) Landlord and Tenant alter any Lease obligations, or Landlord and any permitted assignee of Tenant or any subsequent assignees alter the Lease obligation, or (b) Guarantor's remedies or rights against Tenant are impaired or suspended without Guarantor's consent by such alteration of Lease obligations.
5. This Guaranty shall not be modified nor affected by Landlord's failure or delay from time to time to enforce any of its rights under either the Lease or this Guaranty.
6. If Tenant breaches or otherwise is in default under the Lease, Landlord may proceed against either Guarantor or Tenant, or both, or Landlord may enforce against Guarantor or Tenant any rights that Landlord has under the Lease, in equity or under applicable law. If the Lease terminates and Landlord has any rights against Tenant after termination, Landlord may enforce those rights against Guarantor, without giving previous notice to Tenant or Guarantor. Guarantor hereby agrees that no notice of default need be given to Guarantor, it being specifically agreed and understood that this Guaranty of the undersigned is a continuing guarantee under which Landlord may proceed

Guaranty

BDC

forthwith and immediately against Tenant or against Guarantor following any breach or default by Tenant.

7. Guarantor hereby waives all benefits and defenses under California Civil Code Sections 2845, 2848, 2849 and 2850, including without limitation: (a) the right to require Landlord to proceed against Tenant, proceed against or exhaust any security that Landlord holds from Tenant, or pursue any other remedy in Landlord's power; (b) any defense to its obligations hereunder based on the termination of Tenant's liability; (c) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty; and (d) all notices of the existence, creation, or incurring of new or additional obligations. Landlord shall have the right to enforce this Guaranty regardless of the acceptance of additional security from Tenant and regardless of the release or discharge of Tenant by Landlord or by others, or by operation of any law.

8. The obligations of Tenant under the Lease to execute and deliver estoppel certificates and applicable financial statements, if any, shall be interpreted to also require such documents from Guarantor with respect to this Guaranty within the same time periods prescribed in the Lease, except that such certificates and statements shall be with regard to the Guaranty, not the Lease.

9. Guarantor's liability hereunder shall continue until all sums due and owing Landlord under the Lease have been paid and all obligations of Tenant to be performed under the Lease have been performed, all to the satisfaction of Landlord.

10. The obligations of Guarantor under this Guaranty shall remain in full force and effect and Guarantor shall not be discharged by any of the following events with respect to Tenant or Guarantor: (a) insolvency, bankruptcy, reorganization arrangement, adjustment, composition, assignment for the benefit of creditors, liquidation, winding up or dissolution (each, a "Financial Proceeding"); (b) any merger, acquisition, consolidation or change in entity structure, or any sale, lease, transfer, or other disposition of any entity's assets, or any sale or other transfer of interests in the entity (each, an "Event of Reorganization"); or (c) any sale, exchange, assignment, hypothecation or other transfer, in whole or in part, of Landlord's interest in the Premises or the Lease. Nothing in this Paragraph 10 shall diminish the effect of any subsequent written agreement between Guarantor and Landlord.

11. Guarantor hereby represents and warrants that it has executed this Guaranty based solely on its independent investigation of Tenant's financial condition. Guarantor hereby assumes responsibility for keeping informed of Tenant's financial condition and all other circumstances affecting Tenant's performance of its obligations under the Lease. Absent a written request for such information by Guarantor, Landlord shall have no duty to advise Guarantor of any information known to it regarding such financial condition or circumstances.

12. Guarantor further agrees that it may be joined in any action against Tenant in connection with the said obligations of Tenant and recovery may be had against Guarantor in any such action. Guarantor hereby expressly waives the benefits and defenses under California Civil Code Sections 2821, 2839, 2847, 2848, 2849 and 2855 to the fullest extent permitted by applicable law. Guarantor agrees not to exercise any of its rights of subrogation or reimbursement against Tenant until after all amounts due and owing under the Lease have been paid. If the foregoing waiver is determined by a court of competent jurisdiction to be void or voidable, Guarantor agrees to subordinate its rights of subrogation and reimbursement against Tenant to Landlord's rights against Tenant under the Lease.

13. Guarantor hereby represents and warrants that, as of the date of the execution of this Guaranty by Guarantor, there is no action or proceeding pending or, to Guarantor's knowledge after due inquiry, threatened against Guarantor before any court or administrative agency which could adversely affect the Guarantor's financial condition. The foregoing representation and warranty shall survive the execution and delivery of this Guaranty and is expressly made for the benefit of Landlord, and Landlord's partners, lenders, representatives, successors and assigns.

14. This Guaranty shall be one of payment and performance and not of collection. If there is more than one undersigned Guarantor, the term Guarantor, as used herein, shall include and be binding upon each and every one of the undersigned, and each of the undersigned shall be jointly and severally liable hereunder. If there is more than one undersigned Guarantor, Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

Guaranty

BDC

15. Guarantor shall indemnify, defend (with counsel acceptable to Landlord), protect and hold harmless Landlord, and Landlord's partners, lenders, representatives, successors and assigns from and against all liabilities, losses, claims, demands, judgments, expenses and costs (including all attorneys' fees and costs to enforce any of the terms of this Guaranty or otherwise awarded hereunder) arising from or in any way related to any failure by Tenant or Guarantor to pay Rent and any and all other sums and charges payable by Tenant under the Lease, or to fully, faithfully and timely perform and observe all the covenants, terms, conditions and agreements required to be performed and observed by Tenant under the Lease.

16. The term "Lease" whenever used in this Guaranty shall be deemed, and interpreted so as, to also include any renewals or extensions of the initial or renewal term(s), as the case may be, and any holdover periods thereunder.

17. All demands, notices and other communications under or pursuant to this Guaranty shall be in writing, and shall be deemed to have been duly given when personally delivered, or three (3) days after the date deposited in the United States Postal Service, first-class postage prepaid, certified with return receipt requested, or the delivery date designated for overnight courier services (e.g. Federal Express), addressed to the party at the address set forth below, or at such other address as may be hereafter designated in writing by either party to the other.

LANDLORD: BDC A Street L.P.,
a California limited partnership
1556 Parkside Drive
Walnut Creek, California 94596

Attention: Darryl Browman, President

GUARANTOR: Ron Doyle
475 Medford Avenue
Hayward, CA 94541

18. Guarantor hereby represents and warrants that is duly authorized to execute and deliver this Guaranty; that this Guaranty is binding on Guarantor in accordance with its terms; that the terms and provisions of this Guaranty are intended to be valid and enforceable in accordance with its terms; and that the signatory to this Guaranty is duly authorized to bind Guarantor and execute this Guaranty on Guarantor's behalf.

19. Landlord may assign this Guaranty in conjunction with the assignment of all or any portion of Landlord's interest in the Lease, without the necessity of obtaining Guarantor's consent thereto, and any such assignment shall not affect, or otherwise relieve, Guarantor from its obligations or liability hereunder. Guarantor may not assign or otherwise delegate any of its rights or obligations hereunder without first obtaining Landlord's written consent thereto, which consent may be withheld in Landlord's sole discretion. The terms and provisions of this Guaranty shall inure to the benefit of Landlord and Landlord's partners, lenders, representatives, successors and assigns. Guarantor hereby acknowledges that Landlord is relying upon Guarantor's covenants, representations and warranties contained in this Guaranty in entering into the Lease with Tenant, and Guarantor hereby undertakes to perform its obligations hereunder promptly and in good faith.

20. If all or any portion of the obligations guaranteed hereunder are paid or performed and all or any part of such payment or performance is avoided or recovered, directly or indirectly, from Landlord as a preference, fraudulent transfer or otherwise, then Guarantor's obligations hereunder shall continue and remain in full force and effect as to any such avoided or recovered payment or performance.

21. All representations and warranties by Guarantor contained herein or made in writing pursuant to this Guaranty are intended to and shall remain true and correct as of the time of execution of this Guaranty, shall be deemed to be material, shall survive the execution and delivery of this Guaranty, and shall be relied upon by Landlord and Landlord's partners, lenders, representatives, successors and assigns.

Guaranty

BDC

22. This Guaranty shall be governed by and construed in accordance with the laws of the State of California, irrespective of its conflict of law rules. Guarantor hereby consents to the jurisdiction of the courts of the State of California. This Guaranty shall be subject to all valid applicable laws and official orders, rules and regulations, and, in the event this Guaranty or any portion thereof is found to be inconsistent with or contrary to any such laws or official orders, rules or regulations, the latter shall be deemed to control, and this Guaranty shall be regarded as modified and shall continue in full force and effect; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction in the Premises.

23. This Guaranty and any exhibits hereto constitute the entire agreement between the parties with respect to the matters covered herein and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

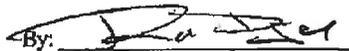
24. In the event Guarantor fails to perform any of its obligations under this Guaranty or in the event a dispute arises concerning the meaning or interpretation of any provision of this Guaranty, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs, expert fees, and reasonable attorneys' fees.

25. Time is of the essence of this Guaranty. Guarantor acknowledges that it has received, reviewed and understands the Lease executed between Landlord and Tenant.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be signed by its duly authorized representative or officer as of the date set forth below.

GUARANTOR:

Ron Doyle, an individual

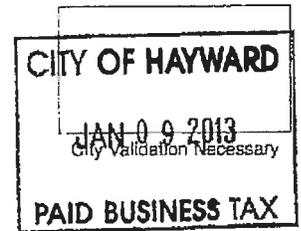
By: 
Ron Doyle

Date: 11-13-12

Exhibit D



CITY OF HAYWARD
BUSINESS TAX RECEIPT
777 B STREET • HAYWARD, CA 94541-5007



Payment of this tax, its acceptance by the city, and the issuance of this Business Tax Receipt does not entitle the receipt holder to carry on any business unless that business complies with all applicable laws.

Tax ID # 99-G 148202

Type of Business SALES/SERVICES

Business Name/Mailing Address 148202

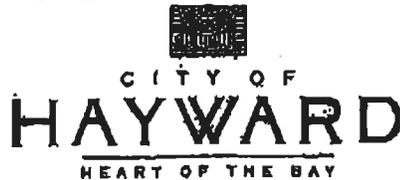
NET CONNECTION HAYWARD, LLC
778 B ST
HAYWARD CA 94541

Valid through 12/31/2013
Only At This Business Address

778 B ST
HAYWARD CA 94541

Receipt Must Be Prominently Posted

Exhibit E



February 8, 2013

Edward LaRon Doyle
dba NetConnection Hayward; LLC
778 B Street
Hayward, CA 94541

Edward LaRon Doyle
475 Medford Avenue
Hayward, CA 94541

Darryl Browman
dba BDC A Street, LP
1556 Parkside Drive
Walnut Creek, CA 94596

VIA CERTIFIED MAIL AND PERSONAL DELIVERY

Re: **ORDER to Cease and Desist**

Dear Mr. Doyle and Mr. Browman:

It has come to the attention of this office that Edward LaRon Doyle dba NetConnection Hayward, LLC, is operating a business located at 778 B Street, Hayward, CA 94541, that sells Internet time or phone cards in conjunction with a promotional sweepstakes which permits customers to play gambling-themed games on computers to win cash prizes. Detectives from the Hayward Police Department have confirmed that this activity is occurring at the location.

Computers that offer the sweepstakes generally described above are considered illegal slot machines and illegal gambling devices and are prohibited by California Penal Code sections 330a, 330b and 330.1. The sweepstakes game described above is considered an illegal lottery in violation of California Penal Code section 319. Locations where these sweepstakes occur are considered a public nuisance subject to court ordered injunction and abatement.

YOU ARE HEREBY ORDERED to immediately CEASE and DESIST operation of the sweepstakes at the location. If this office does not receive an affirmative response from you within 72 hours indicating that you have fully complied with this Order, the City will take any and all legal actions necessary to enforce your compliance with the law including, but not limited to, a civil action for injunctive relief and abatement of a public nuisance pursuant to Penal Code section 11225 and Code of Civil Procedure section 731.

Office of the City Attorney
777 B Street • Hayward • CA • 94541-6007
Tel: 510/583-4460 • Fax: 510/583-3660 • TDD: 510/247-3340

Page 2 of 2
February 8, 2013

Upon finding that a public nuisance exists at the location the court may impose the following sanctions: an injunction against the person conducting or maintaining the nuisance; an injunction against the owner, lessee, or agent of the building or place, in or upon which the nuisance exists from directly or indirectly maintaining or permitting it; statutory civil penalties up to \$25,000 against any and all defendants; seizure and sale of all equipment used to aid, abet, or maintain the nuisance; and closure of the location for up to one year. Additionally, the City will petition the court for recovery of investigative costs, costs of suit and attorney's fees.

The City will also assist with any investigation and prosecution by federal and state authorities for any violations of federal or state law arising from the conduct at this location. If you have any questions regarding this matter, you may contact me by telephone at (510) 583-4450.

Very truly yours,



MICHAEL S. LAWSON, City Attorney

cc: Chief of Police

Exhibit F

CITY OF HAYWARD
OFFICE OF CITY ATTORNEY
777 "B" Street, 4th Floor
Hayward, CA, 94541
Phone: 510-583-4450
FAX: 510-583-3660

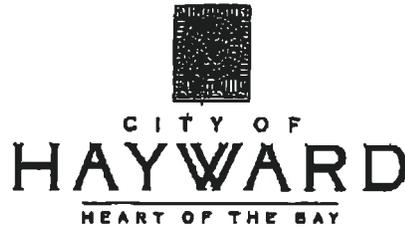
FAX COVER SHEET

TO: <i>Lori Griffin</i>	COMPANY:
FAX NO.: <i>916-777-6225</i>	DATE: <i>03/28/13</i>
FROM: <i>Shirley</i>	
RE: <i>Net Connection</i>	

<input type="checkbox"/> Original will not follow	<input type="checkbox"/> Original will follow by U.S. Mail
<input type="checkbox"/> Other:	
Pages Transmitted: _____ (including cover sheet)	

Message:

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE HEADER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.



March 7, 2013

Edward LaRon Doyle
dba NetConnection Hayward, LLC
778 B Street
Hayward, CA 94541

Edward LaRon Doyle
475 Medford Avenue
Hayward, CA 94541

Darryl Browman
dba BDC A Street, LP
1556 Parkside Drive
Walnut Creek, CA 94596

VIA CERTIFIED MAIL AND PERSONAL DELIVERY

Re: Second ORDER to Cease and Desist

Dear Mr. Doyle and Mr. Browman:

In a letter dated February 8, 2013 you were ordered to cease and desist operation of promotional sweepstakes which permits customers to play gambling-themed games on computers to win cash prizes at the business located at 778 B Street, Hayward, CA 94541. Detectives from the Hayward Police Department have confirmed that the activity continues to occur at the location.

Operation of the sweepstakes located at 778 B Street, Hayward, CA 94541 is a use that is not specifically permitted by the Hayward Zoning Ordinance. Pursuant to section 10-1.2710 of the Hayward Zoning Ordinance "[w]hen a use is not specifically listed in the sections devoted to "Uses Permitted," it shall be assumed that such uses are prohibited. Maintenance or operation of a prohibited use is a public nuisance pursuant to Hayward Municipal Code section 10-1.2850.d.

On February 19, 2013 the Hayward City Council adopted an interim urgency ordinance pursuant to Government Code Section 65858. The relevant provisions of the ordinance are as follows:

Office of the City Attorney

777 B Street - Hayward - CA - 94541-6007

Tel: 510/583-4460 • Fax: 510/583-3660 • TDD: 510/247-3340

Page 2 of 3
March 7, 2013

- (1) Imposition of a 45-day moratorium on the issuance of all City approvals, including business licenses, use permits, variances, sign permits, building permits and zoning text amendments for establishment or operation of Computer Gaming and Internet Access Businesses within the City of Hayward;
- (2) Defining "Computer Gaming and Internet Access Business" as an establishment that provides one or more computers or other electronic devices for access to the World Wide Web, Internet, e-mail, video games or computer software programs that operate alone or are networked (via LAN, WAN, wireless access, or otherwise) or that function as a client/server program, and which seeks compensation or reimbursement, in any form, from users. "Computer Gaming and Internet Access Business" shall also be synonymous with a personal computer ("PC") cafe, Internet cafe, cyber cafe, sweepstakes gaming facilities, business center, Internet sales business and Internet center with Internet sweepstakes-type games;
- (3) Prohibiting maintenance and operation of any Computer Gaming and Internet Access Business in all areas and zoning districts in the City;
- (4) Declaring that maintenance and operation of any Computer Gaming and Internet Access Business within the City is a violation of the Zoning Ordinance and a public nuisance enforceable by administrative citations, criminal penalties, and civil injunction.

Operation of the sweepstakes located at 778 B Street, Hayward, CA 94541 falls within the definition of "Computer Gaming and Internet Access Business" and is not permitted pursuant to the moratorium. Operation of the sweepstakes is a public nuisance under local law and a violation of state gambling laws.

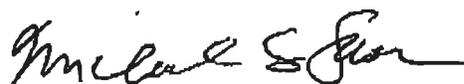
This is the SECOND NOTICE in which YOU ARE HEREBY ORDERED to immediately CEASE and DESIST operation of the sweepstakes at the location. If this office does not receive an affirmative response from you within 72 hours indicating that you have fully complied with this Order, the City will take any and all legal actions necessary to enforce your compliance with the law including, but not limited to, a civil action for injunctive relief and abatement of a public nuisance pursuant to Penal Code section 11225, Code of Civil Procedure section 731 and relevant provisions of the Hayward Municipal Code.

Upon finding that a public nuisance exists at the location the court may impose the following sanctions: an injunction against the person conducting or maintaining the nuisance; an injunction against the owner, lessee, or agent of the building or place, in or upon which the nuisance exists from directly or indirectly maintaining or permitting it; statutory civil penalties up to \$25,000 against any and all defendants; seizure and sale of all equipment used to aid, abet, or maintain the nuisance; and closure of the location for up to one year. Additionally, the City will petition the court for recovery of investigative costs, costs of suit and attorney's fees.

Page 3 of 3
March 7, 2013

The City will also assist with any investigation and prosecution by federal and state authorities for any violations of federal or state law arising from the conduct at this location. If you have any questions regarding this matter, you may contact me by telephone at (510) 583-4450.

Very truly yours,



MICHAEL S. LAWSON, City Attorney

cc: Chief of Police
Kathleen Finnerty, Esq.

Enclosures

ORDINANCE NO. 13-01

**AN URGENCY MEASURE ADOPTING AN INTERIM
ORDINANCE PURSUANT TO GOVERNMENT CODE
SECTION 65858 IMPOSING A TEMPORARY MORATORIUM
ON THE DEVELOPMENT, ESTABLISHMENT AND
OPERATION OF COMPUTER GAMING AND INTERNET
ACCESS BUSINESSES WITHIN THE CITY OF HAYWARD**

**THE CITY COUNCIL OF THE CITY OF HAYWARD DOES ORDAIN AS
FOLLOWS:**

Section 1. This Interim Ordinance is adopted pursuant to the provisions set forth in Government Code Section 65858 and imposes a 45-day moratorium on the issuance of all City approvals, including business licenses, use permits, variances, sign permits, building permits and zoning text amendments for Computer Gaming and Internet Access Businesses as defined herein, within the City of Hayward.

Section 2. Findings. The City Council hereby finds as follows:

A. Pursuant to Article XI, Section 5 of the California Constitution and the City Charter, the City of Hayward may make and enforce all regulations and ordinances in respect to municipal affairs.

B. The stated purpose of the Hayward Zoning Ordinance is to promote the public health, safety, general welfare, and preserve and enhance the aesthetic quality of the City by providing regulations to ensure an appropriate mix of land uses in an orderly manner. The Zoning Ordinance further states that the City desires to achieve a pattern and distribution of land uses that generally retain and enhance established residential neighborhoods, commercial and industrial districts, regional-serving uses, and recreational amenities; allow for the infill and reuse of areas at their prevailing scale and character; accommodate expansion of development into vacant and under-utilized lands within environmental and infrastructure constraints; maintain and enhance significant environmental resources; provide a diversity of areas characterized by differing land use activity, scale and intensity; and establish Hayward as a unique and distinctive place in the heart of the San Francisco Bay Area, with a high quality of life in an attractive, secure environment for the City's residents and businesses.

C. Computer Gaming and Internet Access Businesses within the City of Hayward present unique challenges for local government, in that it is difficult to ascertain and regulate establishments that involve online gambling, and because gambling establishments require a significant commitment of police and public safety resources to deal with the secondary effects associated with gambling that is typically greater than other retail establishments.

D. Gambling is prohibited in California by State law, other than in card club establishments and on Indian/tribal properties. The California Bureau of Gambling Control has determined that Computer Gaming and Internet Access Businesses that sell Internet time or phone cards in conjunction with a promotional sweepstakes are illegal online gambling operations.

E. City staff has received proposals in recent months related to three Internet cafes, which were not identified as establishments for online gambling and were issued business licenses in reliance on representations that the establishments were offering legitimate Internet, business, fax and copy services. City staff subsequently determined that these establishments have been engaged in online gambling in violation of state and local law, and staff anticipates additional requests for similar businesses in the future. Such illegal gambling establishments provide potential for undesirable criminal activity, gambling addiction, and undesirable impacts on adjacent businesses and residential neighborhoods due to hours of operation and related activities. Computer Gaming and Internet Access Businesses often target students and minors within the local community, thereby potentially encouraging the participation of significant numbers of unsupervised minors. There is generally a charge for the use of the computer station and users often occupy a station for many consecutive hours. Several establishments that staff has identified in the City have offered a type of sweepstakes gaming that the State has determined to be illegal gambling. This "sweepstake gaming" provides the chance to win cash or prizes through the betting of purchased or won sweepstakes game entries. These games frequently have the appearance of casino-style games of chance, such as slot machines, and, to the extent that these "sweepstake" games are not illegal under State law, the Zoning Ordinance and the City's Municipal Code do not specifically regulate them.

F. Computer Gaming and Internet Access Businesses are not specifically listed as allowed uses in any zoning district. Section 10-1.2710 of the Hayward Zoning Ordinance states that "[w]hen a use is not specifically listed in the sections devoted to 'Uses Permitted,' it shall be assumed that such uses are prohibited unless it is determined by the Planning Director or on appeal to the Planning Commission that the use is similar to and not more objectionable or intensive than the uses listed." Because there is the potential for undesirable effects of such uses on surrounding commercial establishments, residential areas, and on those who participate in such activities, additional time is needed to allow staff to analyze the potential impacts of such establishments in Hayward and determine what modifications to the Zoning Ordinance or other regulations would be appropriate.

G. The City's current Zoning Ordinance and Municipal Code also fail to thoroughly address the impacts related to the location and manner of the development, establishment, and operation of Computer Gaming and Internet Access Businesses in relation to public health, safety, and welfare concerns, including, but not limited to, the impacts these businesses may have on parking, surrounding uses, and the community.

H. Until such time as the City institutes land use controls over Computer Gaming and Internet Access Businesses, the community is at risk that these businesses could be initiated, modified or expanded, prior to the adoption of measures necessary for the protection of public health, safety and welfare.

L. The issuance or approval of any building, planning or other permit or license for Computer Gaming and Internet Access Businesses prior to the City's completion of its review of the need for modifications to the Zoning Ordinance or other regulation would result in a current and immediate threat to the public health, safety and welfare.

J. Other California cities have reported increased law enforcement activities at Computer Gaming and Internet Access Businesses as a result of crimes occurring at those businesses, such as burglary, robbery, sale of illegal drugs and illegal lotteries. In particular, the City of Sacramento executed search warrants in March and April, 2012 for Computer Gaming and Internet Access Businesses which were acting as fronts for illegal gambling activities, and the Attorney General, in conjunction with local law enforcement in Stockton and San Diego, has conducted similar operations to close gambling parlors in such businesses. In the past year, the cities of Pittsburg, Oakley, and Antioch and the County of Alameda have adopted moratoriums on Computer Gaming and Internet Access Businesses to afford those agencies sufficient time to conduct research and prepare appropriate legislation regulating these businesses.

K. The City requires additional time to study the potential impact such facilities may have on the public health, safety and welfare and to prepare, evaluate and to adopt possible reasonable amendments to the City's Municipal Code and Zoning Ordinance regarding Computer Gaming and Internet Access Businesses. Staff needs time to study whether to limit such businesses to certain zoning districts, and which zoning districts would be appropriate for such uses.

L. Pursuant to Government Code Section 65858, the City has the authority to adopt an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan or zoning proposal.

M. For the reasons set forth above, this Ordinance is necessary to preserve the public health, safety and welfare and to avoid a current and immediate threat to the health, safety and welfare of the community.

N. Adoption of the Interim Urgency Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to Public Resources Code Section 21065, based on the finding that this Ordinance is not a "project" within the meaning of Section 15378 of the State CEQA Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. Additionally, adoption of the ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Sections 15061(b)(3) and 15306.

Section 3. Moratorium Imposed.

Scope.

In accordance with the authority granted the City of Hayward under Article XI, Section 5 of the California Constitution, the City Charter and Government Code Section 65858, from and after the effective date of this Ordinance, no permit or any other applicable license or entitlement for use, including but not limited to, the issuance of a business license, business permit, building permit, use permit or zoning text amendment shall be approved or issued for the establishment or operation of Computer Gaming and Internet Access Businesses in the City of Hayward. Additionally, Computer Gaming and Internet Access Businesses are hereby expressly prohibited in all areas and zoning districts in the City.

Definitions.

1. For purposes of this Ordinance, "Computer Gaming and Internet Access Business" shall mean an establishment that provides one or more computers or other electronic devices for access to the World Wide Web, Internet, e-mail, video games or computer software programs that operate alone or are networked (via LAN, WAN, wireless access, or otherwise) or that function as a client/server program, and which seeks compensation or reimbursement, in any form, from users. "Computer Gaming and Internet Access Business" shall also be synonymous with a personal computer ("PC") cafe, Internet cafe, cyber cafe, sweepstakes gaming facilities, business center, Internet sales business and Internet center with Internet sweepstakes-type games, but does not include a Public Use or Internet Learning Center as defined herein.

2. For purposes of this Ordinance, "Public Use or Internet Learning Center" shall mean an establishment that provides computer access which is operated by the City of Hayward, a school district, a library, a college district, or a private institution of learning which provides classes in computer instruction, or a non-profit organization which does not receive compensation or reimbursement in any form other than school tuition.

Section 4. The establishment, maintenance or operation of a Computer Gaming and Internet Access Business as defined herein within the City limits of the City of Hayward is a public nuisance. Violations of this Ordinance may be enforced by any applicable law, including but not limited to injunctions, administrative citations or criminal penalties.

Section 5. In accordance with Government Code Section 65858, this Ordinance shall be in full force and effect for a period of 45 days immediately from the date of its adoption by the City Council by at least six affirmative votes. This 45-day period may be extended by the City Council in accordance with the provisions of Government Code Section 65858.

Section 6. The Planning Director is hereby authorized to administer and interpret the provisions of this urgency Ordinance, including but not limited to, review of business license applications, specific use permit applications, variance requests, building permit applications, and other land use approvals, to determine whether the requested business license, use permit, variance, building permit or other land use approval is subject to the terms of this Ordinance.



February 8, 2013

Edward LaRon Doyle
dba NetConnection Hayward, LLC
778 B Street
Hayward, CA 94541

Edward LaRon Doyle
475 Madford Avenue
Hayward, CA 94541

Darryl Browman
dba BDC A Street, LP
1556 Parkside Drive
Walnut Creek, CA 94596

VIA CERTIFIED MAIL AND PERSONAL DELIVERY

Re: ORDER to Cease and Desist

Dear Mr. Doyle and Mr. Browman:

It has come to the attention of this office that Edward LaRon Doyle dba NetConnection Hayward, LLC, is operating a business located at 778 B Street, Hayward, CA 94541, that sells internet time or phone cards in conjunction with a promotional sweepstakes which permits customers to play gambling-themed games on computers to win cash prizes. Detectives from the Hayward Police Department have confirmed that this activity is occurring at the location.

Computers that offer the sweepstakes generally described above are considered illegal slot machines and illegal gambling devices and are prohibited by California Penal Code sections 330a, 330b and 330.1. The sweepstakes game described above is considered an illegal lottery in violation of California Penal Code section 319. Locations where these sweepstakes occur are considered a public nuisance subject to court ordered injunction and abatement.

YOU ARE HEREBY ORDERED to immediately CEASE and DESIST operation of the sweepstakes at the location. If this office does not receive an affirmative response from you within 72 hours indicating that you have fully complied with this Order, the City will take any and all legal actions necessary to enforce your compliance with the law including, but not limited to, a civil action for Injunctive relief and abatement of a public nuisance pursuant to Penal Code section 11225 and Code of Civil Procedure section 731.

Office of the City Attorney
777 B Street • Hayward • CA • 94541-6007
Tel: 510/583-4460 • Fax: 510/583-3000 • TDD: 510/247-3340

Page 2 of 2
February 8, 2013

Upon finding that a public nuisance exists at the location the court may impose the following sanctions: an injunction against the person conducting or maintaining the nuisance; an injunction against the owner, lessee, or agent of the building or place, in or upon which the nuisance exists from directly or indirectly maintaining or permitting it; statutory civil penalties up to \$25,000 against any and all defendants; seizure and sale of all equipment used to aid, abet, or maintain the nuisance; and closure of the location for up to one year. Additionally, the City will petition the court for recovery of investigative costs, costs of suit and attorney's fees.

The City will also assist with any investigation and prosecution by federal and state authorities for any violations of federal or state law arising from the conduct at this location. If you have any questions regarding this matter, you may contact me by telephone at (510) 583-4450.

Very truly yours,



MICHAEL S. LAWSON, City Attorney

cc: Chief of Police

Exhibit B
to Letter to City of
Hayward City Council



Nick Farley & Associates

6401 Davis Industrial Parkway

Suite A

Solon, Ohio 44139

(440) 914-TEST (8378)

www.nfa777.com

March 22, 2013

Mr. Harlan W. Goodson
The Law Office of Harlan W. Goodson
112 J Street, 3rd Floor
Sacramento, California 95814

Re: Report on the review and analysis of the *Capital Sweepstakes System v35.5.0.0*

Dear Mr. Goodson:

By request received May 29, 2012 and subsequent information received through October 29, 2012, **Nick Farley & Associates, Inc.** has conducted a review and examination of the *Capital Sweepstakes System v35.5.0.0* developed by Capital Sweepstakes, Inc. Our review and examination has been undertaken on behalf of The Law Office of Harlan W. Goodson for the benefit of Capital Sweepstakes, Inc. This document will be divided into sections representing the various stages of review and analysis conducted.

Section I – System Components

The *Capital Sweepstakes System v35.5.0.0* reviewed consisted of the following components:

Component Name	Version
<i>Cashier Terminal</i>	35.1.0.0
<i>Game Terminal</i>	35.1.0.0
<i>Application Server</i>	35.5.0.0
<i>Management Terminal</i>	39.20.0.0

Cashier Terminal

The *Cashier Terminal* reviewed is comprised of a Microsoft Windows computer running the *Cashier Terminal* software version 35.1.0.0. The *Cashier Terminal* software permits the operator to perform the following tasks:

- Facilitate the sale of goods or services;
- Maintain and review information pertaining to an existing Participant Account;
- Reveal and print results of sweepstakes entries at the request of a Participant;
- Redeem winnings to entitled patrons (may redeem all or any portion);
- Issue free Sweepstakes Points (Sweepstakes Entry entitlements)

Game Terminal

The *Game Terminal* reviewed operates using the *Game Terminal* software version 35.1.0.0. This software manages the patron interface, enabling a participant to log in to the *Game Terminal* via magnetic strip swipe card. The participant may then choose to use the *Game Terminal* to browse the internet, or reveal the results of sweepstakes entries. The *Game Terminal* makes use of an entertaining video display to reveal the results of sweepstakes entries.

Management Terminal

The *Management Terminal* reviewed operates using *Management Terminal* software version 39.20.0.0. The *Management Terminal* software provides an operator the ability to perform the following:

- Generate reports (financial and game play);
- Enable or disable available game terminals;
- Set volume levels, and set other configuration options;
- Create new player accounts.

Application Server

The *Application Server* reviewed operates using the *Application Server* software version 35.5.0.0 and the commercially available *MySQL* software. The *Application Server* using *MySQL* is responsible for selecting and distributing sweepstakes entries, and maintaining the system database which stores relevant system data.

Section II - General Information – *Capital Sweepstakes System*

To participate in the Sweepstakes, the participant is afforded the following methods by which they may receive entitlement to sweepstakes entries:

- Purchase of goods or services through the *Cashier Terminal*;
- By submission of a *Free Play Form*, participants may receive twelve (12) “Sweepstakes Entries”, without purchase, at the *Cashier Terminal* per day upon request;
- Per the manufacturer, a mail-in option exists whereby the participant may mail in a completed *Free Play Form* to P.O. Box 163359, Sacramento, California 95816. The participant will then receive entitlements for twelve (12) “Sweepstakes Entries”; and
- Purchase of additional internet time in \$1.00, \$2.00, \$5.00, or \$10.00 increments at the *Game Terminal* using available funds obtained through sweepstakes prizes.

With each \$1.00 spent on goods or services, the participant receives 300 “Sweepstakes Points” used to reveal sweepstakes entries. As tested, the cashier has the ability to provide an unlimited quantity of Sweepstakes Points (entitlements to entries), upon request by the participant, with no purchase. Per the manufacturer, a mail-in option exists whereby the participant may receive entitlements for twelve (12) free entries per request.

The participant may use the Sweepstakes Points to obtain and reveal sweepstakes results at an available *Game Terminal*, or have the results revealed and printed by the cashier at the *Cashier Terminal*. The *Game Terminal* uses entertaining game themes to display the contents of each sweepstakes entry.

To access the sweepstakes entries at a *Game Terminal*, the participant swipes the magnetic strip card through a magnetic card reader. Upon acceptance of the participant's magnetic strip card, the video screen on the *Game Terminal* will display the "Sweepstakes Game Rules" page. The participant must then choose whether to agree to the game rules and continue to the next page or not agree to the rules and return to the main menu. Upon agreeing to the "Sweepstakes Game Rules" page, the game terminal will display a screen with all the games that are available to reveal entries and an option to use internet time to browse the internet. This screen will also display the Sweepstakes Points that are currently available; internet time available; and the sum of the participant's sweepstakes prizes that have been awarded. The participant may then choose to reveal sweepstakes entries or browse the internet. Participants may also use accumulated prizes (in \$1.00, \$2.00, \$5.00 or \$10.00 increments) for the purchase of additional internet time at the *Game Terminal*, and receive more Sweepstakes Points with their purchase of internet time.

The *Capital Sweepstakes System* utilizes finite pools containing sweepstakes entries with assigned prize values. Each pool is placed in one of four (4) predetermined "shuffles" prior to being made available for play. Shuffles are utilized in a round robin fashion, i.e. shuffle 1, shuffle 2, shuffle 3, shuffle 4, shuffle 1, etc. When a participant desires to reveal a sweepstakes entry, whether at a *Game Terminal* or by a cashier at the *Cashier Terminal*, the pre-created sweepstakes entries are sequentially delivered from the appropriate finite pool without replacement, until the entire pool has been exhausted. There is a separate pool for each play level. Play levels include 25, 50, 75, 100, 200, and 300 points. The pools contain the entries that participants reveal using their Sweepstakes Points within an applicable game theme.

Once a pool has been exhausted, it must be replenished and shuffled. When exhausted, each finite pool of entries is replenished by the system after being verified by Capital Sweepstakes, which may occur once per day. The *Application Server*, which disseminates the sweepstakes entries to the terminals, will check-in every 24 hours to Capital Sweepstakes' "home base". If the home base gives the requested authorization, then the requesting *Application Server* is allowed to replenish the sweepstakes pool(s) that need replenishing. If there is no replenishment of the sweepstakes pool(s), the system continues to operate without the depleted pool(s) of sweepstakes entries, thus participants will not be able to reveal sweepstakes entries associated with the depleted pool(s).

All sweepstakes prizes are monetary in nature, and may be redeemed for cash or used to purchase additional internet time. Some sweepstakes entries, will display a bonus round when revealed. When bonus rounds are awarded, the *Game Terminal* automatically reveals the prize associated with the bonus round through the use of a bonus display. The bonus round does not reveal additional entries; rather the entire game outcome (base game and bonus rounds) will correspond to the prize value associated with that entry. The bonus rounds that are displayed will not deplete the participant's Sweepstakes Points.

Please note that revealing the sweepstakes entries does not diminish any internet time that has been purchased. Each reveal at the Game Terminal will reveal only one entry at a time and decrement the participant's Sweepstakes Points based upon the selected play level. The Cashier Terminal provides the operator with a screen whereby multiple entries may be revealed at one time at the request of the participant. When using the cashier terminal to reveal entries, the participant may specify which play level pool to draw from. The cashier terminal will then display how many entries will be revealed, and if any points will be left over. Example: if there are 125 points available and a 50 point pool is selected, two (2) entries will be revealed and 25 points will remain available. Once confirmed by the operator, the Cashier Terminal will reveal the entries selected, and add any prizes won to the participant's account.

Section III - Game Specific Information

Nick Farley & Associates, Inc. has evaluated each of the eight (8) entertaining display game themes offered by the *Capital Sweepstakes System*. Each entertaining display theme affords a participant an opportunity to select options that determine the number of Sweepstakes Points to be expended per reveal. The selection of Sweepstakes Points to be expended per reveal will determine the pool from which an entry is drawn.

Entertaining Display Game Themes

The eight (8) entertaining display game themes, described below, have been grouped into categories based on pay line style and Top Prize value:

Please note that the sweepstakes entries that award additional free bonus entries utilize a "Bonus" entertaining display.

25 Pay Line, \$1,000 Top Prize

1. *Tropical Treasures Deluxe*
2. *Fat Cat*

Each of the preceding game themes allows the participant to select a play level. The play level will determine how many points will be required to reveal one sweepstakes entry. Play levels for the game themes are available in 25 point increments, ranging from a minimum of 25 points up to a maximum of 100 points.

Scatter, \$3,000 Top Prize

3. *Bling It Up*
4. *Lucky Buck*
5. *Gem It Up*

Each of the preceding game themes allows the participant to select a play level. The play level will determine how many points will be required to reveal one sweepstakes entry. Play levels for the game themes are available in 25, 50, 75, 100, 200 or 300 points per reveal, with a Top Prize of \$3,000.

Scatter, \$1,000 Top Prize

6. *Baby Bucks*
7. *All American*
8. *Boiling Point*

Each of the preceding game themes allows the participant to select a play level. The play level will determine how many points will be required to reveal one sweepstakes entry. Play levels for the game themes are available in 25 point increments, ranging from a minimum of 25 points up to a maximum of 100 points.

Section IV – Review of Source Code

Capital Sweepstakes has provided *Nick Farley & Associates, Inc.* with the software source code associated with the *Capital Sweepstakes System*, including the *Cashier Terminal*; *Game Terminal*; *Management Terminal*; and *Application Server*. The review and evaluation of software source code is essential in establishing system operation and game outcome determination.

Our review of the source code indicates that the *Capital Sweepstakes System* possesses a finite number of sweepstakes entries for each play level. When exhausted, each finite set of entries is replenished by the system after being verified by Capital Sweepstakes, which may occur once per day. As previously mentioned, the number of Sweepstakes Points required to reveal each sweepstakes entry varies according to the play level selected by the participant.

Each time the participant engages in sweepstakes play, a sweepstakes entry is selected, and removed, from the predetermined unrevealed pool of available entries assigned to the selected play level. The participant's interaction with any game has no effect on the prize to be awarded from the predetermined sweepstakes entries.

Section V - System Software Information and Identification

The software associated with operating the *Capital Sweepstakes System* is housed on the hard disk drives of each respective component associated with the system. The software housed on these hard disk drives controls the sweepstakes processes, including elements that affect sweepstakes integrity and sweepstakes outcome determination. The files pertaining to system operation, integrity and/or game outcome determination have been listed in the attached *Appendix*. In addition to the file names, a **FileCheck** signature has been included for each of the files for verification purposes.

The **FileCheck** program calculates a CRC32 value. This value is a unique "signature" for the files examined. The **FileCheck** CRC32 values listed in the attached *Appendix* will be obtained provided the files contained in the directories remain the same as tested. Should these files be altered in any way, the **FileCheck** CRC32 values will change. A copy of the **FileCheck** CRC32 program may be obtained by contacting *Nick Farley & Associates, Inc.*

Section VI - Findings and Conclusions

Based upon our review and analysis of the *Capital Sweepstakes System version 35.5.0.0*, we have determined that the sweepstakes outcome is based upon a finite pool of sweepstakes entries. Each game theme display offered on the *Capital Sweepstakes System* reveals sweepstakes entries pulled from finite pools of sweepstakes entries. Multiple Sweepstakes Points are expended to reveal a single sweepstakes entry from one of the finite pools based upon the participant's selected play level.

The finite pools of sweepstakes entries are generated by Capital Sweepstakes, shuffled, statically stored, and sequentially delivered to the participant at the *Game Terminal*.

All Sweepstakes Points granted to participants are generated by transactions at the *Cashier Terminal* or the *Game Terminal*. Such transactions which grant Sweepstakes Points include the following:

- Purchase of goods or services through the *Cashier Terminal*;
- By submission of a *Free Play Form*, participants may receive "Sweepstakes Entries", without purchase, at the *Cashier Terminal* per day upon request;
- Per the manufacturer, a mail-in option exists whereby the participant may mail in a completed *Free Play Form* to P.O. Box 163359, Sacramento, California 95816. The participant will then receive entitlements for twelve (12) "Sweepstakes Entries"; and
- Purchase of additional internet time in \$1.00, \$2.00, \$5.00, or \$10.00 increments at the *Game Terminal* using available funds obtained through sweepstakes prizes.

Please note that the *Capital Sweepstakes System* does not distinguish sweepstakes entry entitlements granted through a purchase from those granted by request with no purchase necessary. Therefore all sweepstakes participants have the same chances of winning a prize regardless if a purchase is made. A copy of the *Free Play Form* has been attached as *Appendix B*.

Neither the participant nor the *Game Terminal* can affect the outcome of the sweepstakes results, and cannot alter the odds of winning a prize. The symbols associated with the entertaining display are governed by the sweepstakes entry content. The sweepstakes entries themselves do not contain any symbols.

The following questions were posed to us by The Law Office of Harlan W. Goodson. Answers to these questions are based upon our review and analysis of the *Capital Sweepstakes System*:

1. *Does the program pull results from finite pools?*

Yes, there are ten (10) finite pools available. The twenty five (25) line games have a pool for each available play level (25, 50, 75, and 100). The scatter games also have a pool for each available play level (25, 50, 75, 100, 200 and 300 point reveal levels).

2. *How many entries are created in each pool?*
100,000 entries are created for each pool of sweepstakes entries.
3. *Can the same entry be drawn more than once?*
Each entry in a pool may only be drawn once. Once all entries in the pool have been revealed, the pool must be replenished.
4. *Can any function of the program change the content of any game piece/entry once the pool of game pieces/entries has been created?*
No. Once created, entries may not be modified.
5. *Does the program indicate the odds of winning each prize?*
Yes, the program displays odds for each prize. This information is located in the Help/Odds section of each game.
6. *Does the program randomly select the game pieces/entries or are they shuffled and then drawn sequentially and delivered at the time of purchase or request for an entry without a purchase?*
Entries for each pool are placed into one of four (4) predetermined “shuffles”. Entries are then distributed sequentially based on the predetermined “shuffle” sequence at the time of reveal. Shuffles are utilized in a round robin fashion, i.e. shuffle 1, shuffle 2, shuffle 3, shuffle 4, shuffle 1, etc.
7. *Does the “Point of Sale” or “Internet” server contain a random number generator or are the results of a sweepstakes entry randomly determined by either the “Point of Sale” or the “Internet” server?*
Neither the “Point of Sale” nor the “Internet” server utilizes a random number generator. The results of a sweepstakes entry are determined solely by the contents of the entry. The distribution of entries is sequential, not random, as the *Capital Sweepstakes System* has four (4) predetermined shuffled play orders. Thus, no shuffling or random generation takes place on the server.
8. *Is the Internet terminal the object of play or does the Internet terminal determine the outcome of a sweepstakes entry?*
The Game Terminal merely provides patrons a means to use internet time purchased, and provides sweepstakes participants a means to reveal the value of sweepstakes entries using an entertaining theme. The outcome of each entry is predetermined and stored within a database of available entries. The same results of entry reveal will be attained regardless of the method used to reveal the Sweepstakes Entries.
9. *Can a customer determine the outcome of his/her sweepstakes entry without using a computer terminal?*
Yes, they may ask the cashier to reveal their entries at the *Cashier Terminal* as described in *Section II - General Information*.
10. *Does the program provide entries without a purchase?*

Yes, as previously stated, using the *Free Play Form*, participants may receive twelve (12) "Sweepstakes Entries", without purchase, at the *Cashier Terminal* per day upon request, or a participant may also mail in a completed *Free Play Form* to P.O. Box 163359, Sacramento, California 95816.

11. *Is the method for obtaining an entry without a purchase conspicuous, well known, and apparent to the public?*

A screenshot of the rules is included below. The rules, which are displayed to all participants, state the following: "THERE IS NO PURCHASE OR PAYMENT NECESSARY TO PLAY INTERNET ZONE SWEEPSTAKES" (see 2 below). The rules also provide instructions as to how entries may be obtained (see 3 & 4 below).

SWEEPSTAKES GAME RULES:

1. Sweepstakes Game Entries CANNOT BE PURCHASED OR SOLD.
2. THERE IS NO PURCHASE OR PAYMENT NECESSARY TO PLAY INTERNET ZONE SWEEPSTAKES.
3. Any person over the age of eighteen (18) may request a free sweepstakes game entry. No solicitation is required or implied with this free offer with regard to free sweepstakes entries awarded in connection to the purchase of Internet Time Services. All game chances have the same "game chance" of winning a sweepstakes prize. Any person upon accepting a free sweepstakes game entry acknowledges and accepts the terms and conditions set forth in these Game Rules.
4. Free Sweepstakes Entries are permitted per customer, per business day, inclusive of all participating INTERNET ZONE Sweepstakes Games locations. Legal name, current address, date of birth and phone number must be provided in writing to receive Free Sweepstakes Game Entries. All personal information gathered will be kept confidential and will not be sold or used in any manner or condition other than to positively identify and keep record of all persons granted Free Sweepstakes Game Entries. Free entries can be obtained at all participating locations each day by request at the cashier. Additional free entries can be obtained at all participating locations by requesting the free entry form at the cashier!
5. All unclaimed sweepstakes game prizes are considered forfeited by the player.
6. Sweepstakes Game Entries have no cash value and therefore cannot be sold or redeemed for cash or anything of value.
7. Sweepstakes Game Entries are obtained by the purchase of Internet Time Access, Print Services, Fax Services, and consumable products. These are the only recognizable products sold in conjunction with the I Zone sweepstakes promotion.
8. Sweepstakes Game Entries are offered for the purpose of promoting and increasing sales of Internet Time Access, Print Services, Fax Services, and consumable products.
9. The following classes of persons are not eligible to participate in the Free Sweepstakes Games Entries: present or former employees or agents of any Internet Time Access Location engaged in the sale of Internet Time Services and offers Sweepstakes to promote increased sales of Internet Time Services Access.
10. All played and winning and redeemed Sweepstakes Game Entry receipts remain to be the property of the game operator.
11. Sweepstakes Game participants agree to release and hold harmless the game sponsor, its officers, members employees, attorneys, affiliated organizations and agents, as well as the owners of any participating locations, and said owners directors, officers, members employees, attorneys, affiliated organizations and agents, from any and all claims, demands, liabilities, costs, expenses, penalties, damages (including incidental, consequential and punitive damages), injuries, death, loss of any kind, including without limitation, reasonable attorney's fees, arising from or in connection with or that may result from their acceptance or use of a prize, their participation in the Sweepstakes Game. Game participants agree not to dispute or contest the Sweepstakes Game winning or losing outcomes. Participants accept responsibility for all federal, state and local taxes on any Sweepstakes Game prizes awarded to the winners.
12. Internet zone sweepstakes begins January 01 and ends December 31st or until all sweepstakes results have been drawn.

GAME PRIZES AND ODDS OF WINNING:

The number of prizes awarded and the total value of all prizes awarded depends on the total number of sweepstakes game entries played. The more game entries played increases the players odds of winning a prize. Each entry level available for play represents a separate sweepstakes.

ALL PRODUCTS PURCHASED ENTER CUSTOMER INTO FREE SWEEPSTAKES
NO PURCHASE NECESSARY TO PARTICIPATE
ALL RESULTS OF THE SWEEPSTAKES ARE FINITE

12. *Are entries received without a purchase drawn from the same pool of entries as those received with a purchase?*

Yes, at any given play level, entries are drawn from the same pool regardless of how they were obtained.

13. *Do entries received without a purchase or donation have the same chance to win any of the prizes as entries received with a purchase or donation?*

Yes, all entries regardless of how they are obtained have the same chances to win. The system does not distinguish between entries that are received with a purchase or entries that are received without a purchase.

14. *If the consumer reveals the entry he received without using the player terminal will he receive the same prize he would using the player terminal to reveal his entry?*

Yes, players may request the cashier to reveal their entries at the *Cashier Terminal* without use of an entertaining display.

15. *Can any function of revealing or reading the content of the game pieces/entries to the participant change the content of the game pieces/entries?*

No, all of the entries come from a predetermined pool of entries.

16. *Does any action, activity, or decision of the participant determine the prize received by the participant?*

The prize received is determined by the contents of the entry revealed. The participant's choice of play level will determine from which pool an entry is drawn. Participant action cannot affect the contents or value of the entry being revealed.

17. *Does the game theme selected determine the prize received by the participant?*

No, as previously stated, the play level selected will determine from which pool an entry is drawn. The game theme cannot affect the contents or value of the entry being revealed.

18. *Does the program feature spinning reels?*

The program may be configured to operate with or without spinning reels.

19. *Is a participant required to make a purchase or a donation to enter the sweepstakes?*

No they are not, as previously stated, using the *Free Play Form*, participants may receive twelve (12) "Sweepstakes Entries", without purchase, at the *Cashier Terminal* per day upon request. A participant may also mail in a completed *Free Play Form* to P.O. Box 163359, Sacramento, California 95816.

20. *Are the chances of winning any prize the same for entries acquired by making a purchase or donation and those acquired by the alternate method of entry received without making a purchase or donation?*

Yes, all entries, regardless of how they are obtained, have the same chances to win. The system does not distinguish between entries that are received with a purchase or entries that are received without a purchase.

21. *Does the program track game pieces/entries distributed with a purchase or donation and those distributed by the alternate method of entry?*

No it does not distinguish or track game pieces/entries distributed with a purchase or donation from those distributed by the alternate method of entry.

22. *Can a participant receive and open more than one game piece/ticket at once?*

Yes, by asking the cashier to reveal entries, multiple entries may be revealed at one time. When using an internet terminal, only one entry may be revealed at one time.

23. *Does opening more game pieces change the prizes available to the participant?*

Only inasmuch as revealing entries may award prizes which will no longer be available once awarded.

24. *Does the sweepstakes match, pick, or use any symbols or numbers or any other process other than reading and revealing the content placed on an entry prior to the beginning of the sweepstakes and awarded to the participant at the time of purchase or donation?*

No, entries are selected sequentially from the finite pool corresponding to the selected play level at the time of reveal. The reveal process merely displays the predetermined value of the entry.

It is hereby expressed that *Nick Farley & Associates, Inc.* has reviewed the submitted sweepstakes system through the engagement of game play, and analysis of the submitted software program source code. *Nick Farley & Associates, Inc.* has performed extensive research and analysis to determine the findings and conclusions of fact presented in this document. Our findings and conclusions are based exclusively on the information provided for our review. Any changes or modification of the information provided will require additional review to determine if they support the findings and conclusions of this report. In such an instance, we reserve the right to amend or revise this document.

This document has been prepared by *Nick Farley & Associates, Inc.* on behalf of The Law Office of Harlan W. Goodson for the benefit of Capital. Distribution of this document is limited exclusively to *Nick Farley & Associates, Inc.*, the Law Office of Harlan W. Goodson, and Capital Sweepstakes. This report shall not be reproduced, except in full, without the written approval of *Nick Farley & Associates, Inc.* Only authorized copies of this report received from *Nick Farley & Associates, Inc.* are considered to be authentic. Upon request by an authorized party, *Nick Farley & Associates, Inc.* will send this report via email as directed. *Nick Farley & Associates, Inc.* takes precautionary measures to secure the PDF document, but *Nick Farley & Associates, Inc.* does not send the email via any encrypted methodology.

Given that there are no specific state regulatory specifications available for sweepstakes systems of this nature; this document is NOT intended to express any opinion as to whether this sweepstakes system is authorized under any specific state law. However, we would like to note that this system is indeed a finite system with a pre-determined set of sweepstakes entries. In addition, this sweepstakes system is designed to provide an alternative method of

entry requiring no purchase to be necessary for a participant to receive sweepstakes entries. This document, in no way, warrants the operation of this sweepstakes system.

If you should have any questions or require additional information, please feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Farley', with a stylized flourish underneath.

Nick Farley
President

NF/rg/sc
NA-CAPSWP-1624-EW
Attachments

APPENDIX A

Capital Sweepstakes, Inc.
Capital Sweepstakes System v35.5.0.0
Software Signature Information

FileCheck Signatures for Capital Sweepstakes, Inc
Capital Sweepstakes System v35.5.0.0

March 22, 2013

Management Terminal

The following is a list of the *Management Terminal* files located on the *Capital Bingo Sweepstakes System* Management Terminal's hard disk drive, which affect the integrity and operation of the *Capital Bingo Sweepstakes System*:

```
C:\_NGS_Apps\NGS.ClassII.Management
12/20/2012 15:49:04 A-----          98 B12E3E3C AppInfo.xml
08/26/2012 21:13:14 -D-----                          Audio_WavFiles
12/18/2011 14:46:50 A-----          3,447 D3727467 Audio_WavFiles.txt
06/28/2011 18:19:42 A-----        176,128 9CD244C5 CliSecureRd.dll
06/28/2011 18:19:42 A-----        232,960 E23E863E CliSecureRd64.dll
09/28/2009 15:04:34 A-----          3,046 6ADDEB89 Config_START.xml
12/20/2012 18:16:44 -D-----                          Logs
09/12/2012 13:13:58 A-----        749,568 3610FD12 NGS.ClassII.Management.exe
03/06/2012 19:29:46 A-----          3,121 1A44DAD7 NGS.ClassII.Management.exe.config
08/26/2012 21:13:02 A-----        572,928 83545EC8 NGS.ClassII.Management.pdb
09/12/2012 13:13:58 A-----        303,104 F11A79A3 NGS.ClassII.Server.DataGt.dll
08/26/2012 21:13:02 A-----        310,784 42F42885 NGS.ClassII.Server.DataGt.pdb
09/12/2012 13:13:58 A-----        217,600 D8549038 NGS.Logging.dll
08/26/2012 21:13:02 A-----          77,312 D609C76A NGS.Logging.pdb
02/01/2012 06:53:04 A-----        163,840 9434ADF3 NGS.RandNumGen.dll
01/31/2012 20:24:12 A-----          22,016 0A881FE5 NGS.RandNumGen.pdb
09/12/2012 13:13:58 A-----        332,800 29F63E83 NGS.Reports.Management.dll
08/26/2012 21:13:02 A-----        179,712 23EA112D NGS.Reports.Management.pdb
09/12/2012 13:13:58 A-----        101,888 712E0E89 NGS.Utility.DailyArchive.Process.dll
08/26/2012 21:13:02 A-----        181,760 A178F858 NGS.Utility.DailyArchive.Process.pdb
12/09/2008 12:21:58 A-----    1,501,184 E4F7AA35 Telerik.Reporting.dll
12/09/2008 12:21:50 A-----          32,768 9A69DBC4 Telerik.Reporting.Interfaces.dll
12/09/2008 12:22:12 A-----          973,824 0363D6CC Telerik.Reporting.Processing.dll
12/09/2008 12:22:20 A-----        139,264 80D42BCF Telerik.ReportViewer.WinForms.dll
07/30/2009 15:16:58 A-----    1,880,064 658D9A92 Telerik.WinControls.dll
07/30/2009 15:17:22 A-----    1,196,032 669F65F6 Telerik.WinControls.GridView.dll
07/30/2009 15:17:16 A-----    4,665,344 5FDD284D Telerik.WinControls.UI.dll
07/30/2009 15:16:48 A-----        634,880 47AC79E8 TelerikCommon.dll
03/06/2012 18:54:42 -D-----                          TerminalConfig
-----
14,655,472 8BA1A999 26 files

C:\_NGS_Apps\NGS.ClassII.Management\Audio_WavFiles
-----
00000000 0 files

C:\_NGS_Apps\NGS.ClassII.Management\Logs
-----
00000000 0 files

C:\_NGS_Apps\NGS.ClassII.Management\TerminalConfig
-----
00000000 0 files
```

FileCheck Signatures for Capital Sweepstakes, Inc
Capital Sweepstakes System v35.5.0.0

March 22, 2013

Cashier Terminal

The following is a list of the *Cashier Terminal* files located on the CashierTerminal's hard disk drive, which affect the integrity and operation of the *Capital Bingo Sweepstakes System*:

```
C:\_NGS_Apps\NGS.ClassII.Cashiers
01/25/2012 13:30:10 A----- 1,820 C69948DE app.eqconfig
12/20/2012 18:27:14 A----- 96 572B797C AppInfo.xml
09/12/2012 13:13:30 A----- 176,128 9CD244C5 CliSecureRd.dll
09/12/2012 13:13:30 A----- 232,960 E23E863E CliSecureRd64.dll
12/20/2012 15:42:44 A----- 276 60ABB8FF CONFIG_UPDATE.txt
01/25/2012 13:30:10 A----- 100,864 AA3CC254 EQATEC.Profiler.RuntimeFullNet.dll
12/20/2012 15:50:56 -D----- Logs
12/20/2012 15:42:44 A----- 77,824 E56EB94F nano_com.dll
12/20/2012 15:42:44 A----- 374,272 B73964F9 NGS.ClassII.Cashier.exe
12/20/2012 18:23:28 A----- 1,359 B18B5EAF NGS.ClassII.Cashier.exe.config
12/20/2012 15:42:44 A----- 177,664 213E5138 NGS.ClassII.Cashier.pdb
12/20/2012 15:42:44 A----- 174,592 E09FB666 NGS.ClassII.MathPlay.dll
12/24/2011 11:04:00 A----- 46,592 3EEBF2E6 NGS.ClassII.MathPlay.pdb
12/20/2012 15:42:44 A----- 25,088 5F9D4F00 NGS.ClassII.Progressive.dll
12/20/2012 15:42:44 A----- 36,352 4BE4A749 NGS.ClassII.Progressive.pdb
12/20/2012 15:42:44 A----- 65,536 A0306902 NGS.ClassII.ThePlay.dll
12/20/2012 15:42:44 A----- 83,456 9CCA52EC NGS.ClassII.ThePlay.pdb
12/20/2012 15:42:46 A----- 125,952 68E6BD05 NGS.Data.Cashiers.dll
12/20/2012 15:42:46 A----- 255,488 6955FB6C NGS.Data.Cashiers.pdb
12/20/2012 15:42:42 A----- 72,192 E03B18C4 NGS.Logging.dll
12/20/2012 15:42:42 A----- 77,312 CDB850AD NGS.Logging.pdb
12/20/2012 15:42:42 A----- 6,656 177A58A3 NGS.Peripherals.Nanoptix.dll
12/20/2012 15:42:42 A----- 15,872 AB40B1D1 NGS.Peripherals.Nanoptix.pdb
12/20/2012 15:42:42 A----- 24,576 85A67A54 NGS.Peripherals.NanoptixDirect.dll
12/20/2012 15:42:42 A----- 30,208 8B67E5D9 NGS.Peripherals.NanoptixDirect.pdb
12/20/2012 15:42:42 A----- 477,184 83444DEF NGS.Peripherals.NanoptixWinDriver.dll
12/20/2012 15:42:42 A----- 40,448 481AAD8A NGS.Peripherals.NanoptixWinDriver.pdb
12/20/2012 15:42:42 A----- 21,504 D9852EA7 NGS.RandNumGen.dll
12/20/2012 15:42:42 A----- 26,112 6AEA623C NGS.RandNumGen.pdb
12/20/2012 15:42:44 A----- 48,128 F44000D4 NGS.Reports.Cashier.dll
12/20/2012 15:42:44 A----- 34,304 D0E88221 NGS.Reports.Cashier.pdb
12/20/2012 15:42:44 A----- 332,800 29F63E83 NGS.Reports.Management.dll
12/20/2012 15:42:44 A----- 181,760 CB31E1FE NGS.Reports.Management.pdb
03/06/2012 18:54:48 -D----- Release
12/20/2012 18:18:32 -D----- Symbols
12/20/2012 15:42:44 A----- 1,501,184 E4F7AA35 Telerik.Reporting.dll
12/20/2012 15:42:44 A----- 32,768 9A69DBC4 Telerik.Reporting.Interfaces.dll
12/20/2012 15:42:44 A----- 973,824 0363D6CC Telerik.Reporting.Processing.dll
12/09/2008 12:22:20 A----- 139,264 80D42BCF Telerik.ReportViewer.WinForms.dll
12/20/2012 15:42:44 A----- 1,880,064 658D9A92 Telerik.WinControls.dll
12/20/2012 15:42:26 A----- 1,196,032 669F65F6 Telerik.WinControls.GridView.dll
12/20/2012 15:42:44 A----- 4,665,344 5FDD284D Telerik.WinControls.UI.dll
12/20/2012 15:42:44 A----- 634,880 47AC79E8 TelerikCommon.dll
-----
14,368,735 E669AD1D 40 files
```

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Log
12/20/2012 18:27:32 A----- 8 E8EF8AED CashierLog_Session.log
03/06/2012 20:18:38 A----- 330 D5707AA2 GAMESERVER_CashierLog_2012-03-06.log
03/07/2012 11:08:34 A----- 330 2767D507 GAMESERVER_CashierLog_2012-03-07.log
03/13/2012 19:14:54 A----- 330 49C2095E GAMESERVER_CashierLog_2012-03-13.log
```

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```

04/13/2012 18:10:10 A ----- 2,111 6794735B GAMESERVER CashierLog_2012_04_13.log
04/17/2012 20:23:46 A ----- 3,008 B3278F34 GAMESERVER CashierLog_2012_04_17.log
04/30/2012 18:50:18 A ----- 165 C4A01B54 GAMESERVER CashierLog_2012_04_30.log
05/08/2012 19:45:10 A ----- 1,111 3F9BCFF1 GAMESERVER CashierLog_2012_05_08.log
06/13/2012 12:21:32 A ----- 269 D81C2899 GAMESERVER CashierLog_2012_06_13.log
08/14/2012 17:48:58 A ----- 330 834B2BD7 GAMESERVER CashierLog_2012_08_14.log
08/23/2012 08:17:58 A ----- 165 EF8F54E0 GAMESERVER CashierLog_2012_08_23.log
08/27/2012 06:01:06 A ----- 430 F2FFC4F4 GAMESERVER CashierLog_2012_08_27.log
12/20/2012 18:28:04 A ----- 1,716 3820FE12 GAMESERVER CashierLog_2012_12_20.log
05/08/2012 19:42:42 A ----- 93 5585B192 GAMESERVER NGS.ClassII.Cashiers_2012_05-
08.log
05/08/2012 19:42:42 A ----- 773 B5FB620D GAMESERVER NGS.ClassII.Cashiers_2012_05-
08_ERRORS_ERRORS_ERRORS.log
03/06/2012 20:18:12 A ----- 2,538 4352616A GAMESERVER ServerEngine_2012_03_06.log
03/07/2012 11:08:18 A ----- 2,538 2E9F762A GAMESERVER ServerEngine_2012_03_07.log
03/13/2012 18:03:52 A ----- 2,538 5A949408 GAMESERVER ServerEngine_2012_03_13.log
04/13/2012 15:51:54 A ----- 7,614 B4BC0692 GAMESERVER ServerEngine_2012_04_13.log
04/17/2012 17:57:16 A ----- 5,154 872EE631 GAMESERVER ServerEngine_2012_04_17.log
04/30/2012 18:50:00 A ----- 2,578 D78FB727 GAMESERVER ServerEngine_2012_04_30.log
05/08/2012 19:44:54 A ----- 10,312 9183B1EB GAMESERVER ServerEngine_2012_05_08.log
06/13/2012 12:21:20 A ----- 2,578 9D6CD23A GAMESERVER ServerEngine_2012_06_13.log
08/14/2012 17:48:42 A ----- 7,734 79ACA904 GAMESERVER ServerEngine_2012_08_14.log
08/23/2012 08:17:40 A ----- 2,578 58FD907B GAMESERVER ServerEngine_2012_08_23.log
08/27/2012 06:14:16 A ----- 5,088 4255C768 GAMESERVER ServerEngine_2012_08_27.log
12/20/2012 18:27:14 A ----- 14,160 EDB20E3D GAMESERVER ServerEngine_2012_12_20.log
08/27/2012 14:04:26 A ----- 1,281 DF0A300C GAMESERVER2 CashierLog_2012_08_27.log
08/27/2012 13:51:18 A ----- 5,118 390CC1D3 GAMESERVER2 ServerEngine_2012_08_27.log
03/13/2012 18:04:00 A ----- 58 0BF6A706 Test_2012_03_13.log
04/13/2012 18:10:14 A ----- 1,414 2B2A8209 Test_2012_04_13.log
04/17/2012 18:00:18 A ----- 1,558 71C69487 Test_2012_04_17.log
04/30/2012 18:50:28 A ----- 58 3D55B328 Test_2012_04_30.log
05/08/2012 19:45:22 A ----- 232 71AD6EE4 Test_2012_05_08.log
06/13/2012 12:21:34 A ----- 58 FCACD793 Test_2012_06_13.log
08/14/2012 17:49:12 A ----- 116 51A186B3 Test_2012_08_14.log
08/23/2012 08:18:00 A ----- 58 C63C2BB6 Test_2012_08_23.log
08/27/2012 14:04:20 A ----- 960 27CA68D4 Test_2012_08_27.log
12/20/2012 18:27:46 A ----- 880 8A063E47 Test_2012_12_20.log
-----
88,370 EAA3DC7C 39 files

```

```

C:\_NGS_Apps\NGS.ClassII.Cashiers\Release
09/23/2005 05:56:34 A----- 5,632 D2BDDE89 NGS.ClassII.Cashier.vshost.exe
06/30/2011 17:41:26 A----- 1,201 336A57B8 NGS.ClassII.Cashier.vshost.exe.config
-----
6,833 EB1FB4E9 2 files

```

```

C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols
12/20/2012 18:18:46 -D----- AllAmerican
12/20/2012 18:18:48 -D----- BabyBucks
12/20/2012 18:18:22 -D----- BlingItUp
12/20/2012 18:18:50 -D----- BoilingPoint
03/06/2012 20:19:40 -D----- BoilingPointDFS
11/22/2011 11:49:18 A----- 302 41FBB2EC CT_SymbolDescriptions.txt
12/20/2012 18:18:50 -D----- DreamCatcher
12/20/2012 18:18:50 -D----- FatCat
03/06/2012 20:19:36 -D----- FatCatDFS
12/20/2012 18:18:24 -D----- GemItUp

```

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```
12/20/2012 18:18:26 -D---- LadyLuck
12/20/2012 18:18:28 -D---- LuckyBuck
12/20/2012 18:18:28 -D---- PandaParadise
12/20/2012 18:18:30 -D---- ProspectorsParadise
12/20/2012 18:18:30 -D---- SugarShack
12/20/2012 18:18:32 -D---- SuperLucky
12/20/2012 18:18:32 -D---- SuperSevens
12/20/2012 18:18:52 -D---- TropicalTreasures
```

302 E5AAC472 1 files

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\AllAmerican
12/20/2012 18:18:46 A----- 41,059 26E5D067 SymbolTAB_11_0.png
12/20/2012 18:18:46 A----- 15,182 6CAC41C9 Symbol_0_0.png
12/20/2012 18:18:46 A----- 24,626 542F988E Symbol_10_0.png
12/20/2012 18:18:46 A----- 39,962 75308B9F Symbol_11_0.png
12/20/2012 18:18:46 A----- 37,799 BBEC269C Symbol_12_0.png
12/20/2012 18:18:46 A----- 14,408 97A48D85 Symbol_1_0.png
12/20/2012 18:18:46 A----- 16,737 4CF9FEF3 Symbol_2_0.png
12/20/2012 18:18:46 A----- 27,088 5020BF0E Symbol_3_0.png
12/20/2012 18:18:46 A----- 18,111 3800AA78 Symbol_4_0.png
12/20/2012 18:18:46 A----- 39,301 CC4641BA Symbol_5_0.png
12/20/2012 18:18:46 A----- 19,920 B9B359DF Symbol_6_0.png
12/20/2012 18:18:46 A----- 21,265 10C06F3C Symbol_7_0.png
12/20/2012 18:18:46 A----- 23,994 E1DE200E Symbol_8_0.png
12/20/2012 18:18:46 A----- 13,695 7BC29D89 Symbol_9_0.png
12/20/2012 18:18:46 A--SH- 459,264 BAEC9E90 Thumbs.db
```

812,411 0A0E52A3 15 files

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\BabyBucks
12/20/2012 18:18:48 A----- 41,059 26E5D067 SymbolTAB_11_0.png
12/20/2012 18:18:46 A----- 19,532 22D3CDA3 Symbol_0_0.png
12/20/2012 18:18:48 A----- 27,072 3B0F4761 Symbol_10_0.png
12/20/2012 18:18:48 A----- 27,321 C13ED158 Symbol_11_0.png
12/20/2012 18:18:48 A----- 29,407 89A9AAC7 Symbol_12_0.png
12/20/2012 18:18:48 A----- 13,524 7751A181 Symbol_1_0.png
12/20/2012 18:18:48 A----- 13,425 A1AF368E Symbol_2_0.png
12/20/2012 18:18:48 A----- 27,437 7DE1F7F3 Symbol_3_0.png
12/20/2012 18:18:48 A----- 18,434 C7657D1C Symbol_4_0.png
12/20/2012 18:18:48 A----- 21,766 F33F6B0E Symbol_5_0.png
12/20/2012 18:18:48 A----- 29,078 4343FCB6 Symbol_6_0.png
12/20/2012 18:18:48 A----- 27,614 A7510B08 Symbol_7_0.png
12/20/2012 18:18:48 A----- 28,266 0CAFAED5 Symbol_8_0.png
12/20/2012 18:18:48 A----- 28,231 3E8F4B0D Symbol_9_0.png
12/20/2012 18:18:48 A--SH- 65,024 800AD904 Thumbs.db
```

417,190 F01188D5 15 files

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\BlingItUp
12/20/2012 18:18:22 A----- 39,253 CBE3D3F5 SymbolTAB_11_0.png
12/20/2012 18:18:20 A----- 52,989 E1B084DB Symbol_0_0.png
12/20/2012 18:18:20 A----- 33,280 39B464B8 Symbol_10_0.png
12/20/2012 18:18:20 A----- 38,815 D7475898 Symbol_11_0.png
12/20/2012 18:18:22 A----- 46,999 05C03917 Symbol_12_0.png
12/20/2012 18:18:20 A----- 40,238 EF7FF959 Symbol_1_0.png
12/20/2012 18:18:22 A----- 42,740 6CF23625 Symbol_2_0.png
```

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```
12/20/2012 18:18:22 A----- 38,727 85257B58 Symbol_3_0.png
12/20/2012 18:18:22 A----- 36,417 C781B888 Symbol_4_0.png
12/20/2012 18:18:22 A----- 42,249 3A4BC25A Symbol_5_0.png
12/20/2012 18:18:22 A----- 33,866 02284AE5 Symbol_6_0.png
12/20/2012 18:18:22 A----- 30,049 F538EB02 Symbol_7_0.png
12/20/2012 18:18:22 A----- 31,243 43A8944C Symbol_8_0.png
12/20/2012 18:18:22 A----- 34,753 66CEEA6B Symbol_9_0.png
12/20/2012 18:18:22 A--SH- 65,536 66978F9C Thumbs.db
```

607,154 24B13B4B 15 files

C:_NGS_Apps\NGS.ClassII.Cashiers\Symbols\BoilingPoint

```
12/20/2012 18:18:48 A----- 41,059 26E5D067 SymbolTAB_11_0.png
12/20/2012 18:18:48 A----- 32,594 EDDC7501 Symbol_0_0.png
12/20/2012 18:18:48 A----- 24,626 542F988E Symbol_10_0.png
12/20/2012 18:18:48 A----- 32,668 44E3C702 Symbol_11_0.png
12/20/2012 18:18:48 A----- 35,364 808DC844 Symbol_12_0.png
12/20/2012 18:18:48 A----- 28,473 25A69F5C Symbol_1_0.png
12/20/2012 18:18:48 A----- 25,692 82725142 Symbol_2_0.png
12/20/2012 18:18:48 A----- 31,767 7778AA44 Symbol_3_0.png
12/20/2012 18:18:48 A----- 25,124 D8867889 Symbol_4_0.png
12/20/2012 18:18:48 A----- 28,440 E131E01B Symbol_5_0.png
12/20/2012 18:18:48 A----- 19,920 B9B359DF Symbol_6_0.png
12/20/2012 18:18:48 A----- 21,265 10C06F3C Symbol_7_0.png
12/20/2012 18:18:48 A----- 23,994 E1DE200E Symbol_8_0.png
12/20/2012 18:18:48 A----- 13,695 7BC29D89 Symbol_9_0.png
12/20/2012 18:18:50 A--SH- 59,392 4F2B6910 Thumbs.db
```

444,073 018BD886 15 files

C:_NGS_Apps\NGS.ClassII.Cashiers\Symbols\BoilingPointDFS

```
02/17/2010 12:16:32 A----- 41,059 26E5D067 SymbolTAB_0_0.png
08/09/2009 18:37:00 A----- 37,932 B855BF1F Symbol_0_0.png
08/08/2009 12:46:46 A----- 23,948 7217A729 Symbol_10_0.png
02/20/2009 01:11:34 A----- 32,668 44E3C702 Symbol_11_0.png
06/26/2009 17:45:24 A----- 35,364 808DC844 Symbol_12_0.png
11/06/2009 10:43:34 A----- 27,777 70229916 Symbol_1_0.png
08/09/2009 18:24:00 A----- 35,170 B982F1CB Symbol_2_0.png
08/09/2009 18:15:00 A----- 28,440 E131E01B Symbol_3_0.png
08/09/2009 16:34:00 A----- 19,092 E3634081 Symbol_4_0.png
08/09/2009 17:39:00 A----- 13,634 4D076CD8 Symbol_5_0.png
08/09/2009 17:55:00 A----- 7,510 3BF2EEE6 Symbol_6_0.png
08/08/2009 16:06:50 A----- 19,120 209A4978 Symbol_7_0.png
08/08/2009 15:02:56 A----- 25,284 2A94BD34 Symbol_8_0.png
08/08/2009 12:35:58 A----- 23,372 41FBDBF7 Symbol_9_0.png
11/05/2010 15:46:00 A--SH- 65,024 4A9426BD Thumbs.db
```

435,394 7A6749D7 15 files

C:_NGS_Apps\NGS.ClassII.Cashiers\Symbols\DreamCatcher

```
12/20/2012 18:18:50 A----- 49,214 0076A8E0 Symbol_0_0.png
12/20/2012 18:18:50 A----- 23,390 E7062CE9 Symbol_1_0.png
12/20/2012 18:18:50 A----- 15,303 A011F974 Symbol_2_0.png
12/20/2012 18:18:50 A----- 10,443 FFD0ED1A Symbol_3_0.png
12/20/2012 18:18:50 A----- 13,124 56E6251D Symbol_4_0.png
12/20/2012 18:18:50 A----- 24,149 450B723E Symbol_5_0.png
12/20/2012 18:18:50 A----- 15,035 D8113C31 Symbol_6_0.png
```

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```
12/20/2012 18:18:50 A----- 15,464 19C082F9 Symbol_7_0.png
12/20/2012 18:18:50 A----- 15,023 BAE7E085 Symbol_8_0.png
12/20/2012 18:18:50 A----- 31,293 E39DC577 Symbol_9_0.png
12/20/2012 18:18:50 A--SH- 44,544 6C49E044 Thumbs.db
```

256,982 01A9E524 11 files

C:_NGS_Apps\NGS.ClassII.Cashiers\Symbols\FatCat

```
12/20/2012 18:18:50 A----- 41,059 26E5D067 SymbolTAB_11_0.png
12/20/2012 18:18:50 A----- 40,968 54BEFA6A Symbol_0_0.png
12/20/2012 18:18:50 A----- 24,626 542F988E Symbol_10_0.png
12/20/2012 18:18:50 A----- 28,586 33D1F454 Symbol_11_0.png
12/20/2012 18:18:50 A----- 41,760 875A51B7 Symbol_1_0.png
12/20/2012 18:18:50 A----- 35,911 A136C148 Symbol_2_0.png
12/20/2012 18:18:50 A----- 27,594 ED2CD005 Symbol_3_0.png
12/20/2012 18:18:50 A----- 28,402 0682A5A0 Symbol_4_0.png
12/20/2012 18:18:50 A----- 16,195 09EDFCC2 Symbol_5_0.png
12/20/2012 18:18:50 A----- 19,920 B9B359DF Symbol_6_0.png
12/20/2012 18:18:50 A----- 21,265 10C06F3C Symbol_7_0.png
12/20/2012 18:18:50 A----- 23,994 E1DE200E Symbol_8_0.png
12/20/2012 18:18:50 A----- 13,695 7BC29D89 Symbol_9_0.png
12/20/2012 18:18:50 A--SH- 56,320 C17A9731 Thumbs.db
```

420,295 E60E4F4F 14 files

C:_NGS_Apps\NGS.ClassII.Cashiers\Symbols\FatCatDFS

```
02/17/2010 12:16:32 A----- 41,059 26E5D067 SymbolTAB_0_0.png
08/09/2009 13:46:34 A----- 42,787 5FEC35B Symbol_0_0.png
08/08/2009 12:46:46 A----- 23,948 7217A729 Symbol_10_0.png
11/06/2009 10:54:48 A----- 96,615 FEF01DDC Symbol_1_0.png
08/09/2009 13:19:42 A----- 22,127 988B9AA6 Symbol_2_0.png
08/09/2009 10:47:50 A----- 27,419 F067CDA2 Symbol_3_0.png
08/09/2009 10:23:30 A----- 32,255 21A7E3B6 Symbol_4_0.png
08/09/2009 10:08:28 A----- 27,217 D18D4486 Symbol_5_0.png
08/09/2009 10:00:02 A----- 20,053 9CE8E8CD Symbol_6_0.png
08/08/2009 16:06:50 A----- 19,120 209A4978 Symbol_7_0.png
08/08/2009 15:02:56 A----- 25,284 2A94BD34 Symbol_8_0.png
08/08/2009 12:35:58 A----- 23,372 41FBDBF7 Symbol_9_0.png
11/05/2010 15:44:08 A--SH- 54,272 5CCFA84F Thumbs.db
```

455,528 30F6B1F4 13 files

C:_NGS_Apps\NGS.ClassII.Cashiers\Symbols\GemItUp

```
12/20/2012 18:18:24 A----- 37,184 0DE83297 SymbolTAB_11_0.png
12/20/2012 18:18:22 A----- 42,976 7A3C3C3A Symbol_0_0.png
12/20/2012 18:18:22 A----- 33,280 39B464B8 Symbol_10_0.png
12/20/2012 18:18:22 A----- 39,404 EB92F446 Symbol_11_0.png
12/20/2012 18:18:24 A----- 46,090 C9BB228A Symbol_12_0.png
12/20/2012 18:18:22 A----- 31,513 3DE81E20 Symbol_1_0.png
12/20/2012 18:18:24 A----- 31,938 C5BA61FC Symbol_2_0.png
12/20/2012 18:18:24 A----- 17,450 1523536B Symbol_3_0.png
12/20/2012 18:18:24 A----- 20,590 3B30931C Symbol_4_0.png
12/20/2012 18:18:24 A----- 29,264 2C8CE1DD Symbol_5_0.png
12/20/2012 18:18:24 A----- 33,866 02284AE5 Symbol_6_0.png
12/20/2012 18:18:24 A----- 30,049 F538EB02 Symbol_7_0.png
12/20/2012 18:18:24 A----- 31,243 43A8944C Symbol_8_0.png
12/20/2012 18:18:24 A----- 34,753 66CEEA6B Symbol_9_0.png
```

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```
12/20/2012 18:18:24 A--SH-      130,048 73E8B912 Thumbs.db
-----
                    589,648 560559FF 15 files
```

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\LadyLuck
12/20/2012 18:18:24 A-----      22,775 316A2898 Symbol_0_0.png
12/20/2012 18:18:24 A-----      23,948 7217A729 Symbol_10_0.png
12/20/2012 18:18:24 A-----      40,531 06B5D759 Symbol_1_0.png
12/20/2012 18:18:24 A-----      10,560 48AECB15 Symbol_2_0.png
12/20/2012 18:18:24 A-----      35,897 4233E2E0 Symbol_3_0.png
12/20/2012 18:18:24 A-----      20,581 109668EE Symbol_4_0.png
12/20/2012 18:18:24 A-----      14,755 08830FC6 Symbol_5_0.png
12/20/2012 18:18:26 A-----      14,211 25B5345C Symbol_6_0.png
12/20/2012 18:18:26 A-----      19,120 209A4978 Symbol_7_0.png
12/20/2012 18:18:26 A-----      25,284 2A94BD34 Symbol_8_0.png
12/20/2012 18:18:26 A-----      23,372 41FBDBF7 Symbol_9_0.png
12/20/2012 18:18:26 A--SH-      45,568 FD64616B Thumbs.db
-----
                    296,602 41B631DC 12 files
```

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\LuckyBuck
12/20/2012 18:18:28 A-----      21,742 7D3A3886 SymbolTAB_11_0.png
12/20/2012 18:18:26 A-----      36,375 C8F544C8 Symbol_0_0.png
12/20/2012 18:18:26 A-----      30,339 6AE03E10 Symbol_10_0.png
12/20/2012 18:18:26 A-----      21,742 7D3A3886 Symbol_11_0.png
12/20/2012 18:18:26 A-----      42,406 6C8140AB Symbol_12_0.png
12/20/2012 18:18:26 A-----      21,423 A714C8D0 Symbol_1_0.png
12/20/2012 18:18:26 A-----      28,715 2AE4C786 Symbol_2_0.png
12/20/2012 18:18:26 A-----      39,562 2B1D00E6 Symbol_3_0.png
12/20/2012 18:18:26 A-----      35,726 DB0024F6 Symbol_4_0.png
12/20/2012 18:18:26 A-----      25,012 5327EF77 Symbol_5_0.png
12/20/2012 18:18:26 A-----      26,495 AF05152D Symbol_6_0.png
12/20/2012 18:18:26 A-----      27,399 996A32E1 Symbol_7_0.png
12/20/2012 18:18:26 A-----      31,677 95F73BD5 Symbol_8_0.png
12/20/2012 18:18:26 A-----      18,606 9194F99B Symbol_9_0.png
12/20/2012 18:18:28 A--SH-      506,368 5E73DAFA Thumbs.db
-----
                    913,587 6172A464 15 files
```

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\PandaParadise
12/20/2012 18:18:28 A-----      52,252 8453B49F Symbol_0_0.png
12/20/2012 18:18:28 A-----      40,256 76A44CA8 Symbol_1_0.png
12/20/2012 18:18:28 A-----      29,055 13EF8E91 Symbol_2_0.png
12/20/2012 18:18:28 A-----      37,086 779F527F Symbol_3_0.png
12/20/2012 18:18:28 A-----      20,093 20EB4290 Symbol_4_0.png
12/20/2012 18:18:28 A-----      20,704 4523E121 Symbol_5_0.png
12/20/2012 18:18:28 A-----      31,404 621E6B33 Symbol_6_0.png
12/20/2012 18:18:28 A-----      30,095 77667585 Symbol_7_0.png
12/20/2012 18:18:28 A-----      26,867 89466952 Symbol_8_0.png
12/20/2012 18:18:28 A-----      31,293 E39DC577 Symbol_9_0.png
-----
                    319,105 8758DD47 10 files
```

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\ProspectorsParadise
12/20/2012 18:18:28 A-----      54,900 A201F2CF Symbol_0_0.png
12/20/2012 18:18:28 A-----      33,397 7F7703AE Symbol_1_0.png
12/20/2012 18:18:28 A-----      26,047 711D3F41 Symbol_2_0.png
```

FileCheck Signatures for Capital Sweepstakes, Inc
Capital Sweepstakes System v35.5.0.0

March 22, 2013

```
12/20/2012 18:18:28 A----- 16,405 2EFB4590 Symbol_3_0.png
12/20/2012 18:18:28 A----- 25,304 B11C0F8D Symbol_4_0.png
12/20/2012 18:18:28 A----- 24,149 450B723E Symbol_5_0.png
12/20/2012 18:18:28 A----- 15,035 D8113C31 Symbol_6_0.png
12/20/2012 18:18:28 A----- 15,464 19C082F9 Symbol_7_0.png
12/20/2012 18:18:28 A----- 15,023 BAE7E085 Symbol_8_0.png
12/20/2012 18:18:30 A----- 36,778 39558E8F Symbol_9_0.png
12/20/2012 18:18:30 A--SH- 43,008 09AFF4C6 Thumbs.db
-----
305,510 117AF676 11 files
```

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\SugarShack
12/20/2012 18:18:30 A----- 32,708 8BEEB00E Symbol_0_0.png
12/20/2012 18:18:30 A----- 23,948 7217A729 Symbol_10_0.png
12/20/2012 18:18:30 A----- 34,178 0129B4BE Symbol_1_0.png
12/20/2012 18:18:30 A----- 36,200 1376CC58 Symbol_2_0.png
12/20/2012 18:18:30 A----- 39,534 C36A0E71 Symbol_3_0.png
12/20/2012 18:18:30 A----- 20,168 EFD259BC Symbol_4_0.png
12/20/2012 18:18:30 A----- 31,512 4D73CE82 Symbol_5_0.png
12/20/2012 18:18:30 A----- 31,276 C6B6D772 Symbol_6_0.png
12/20/2012 18:18:30 A----- 30,232 5CB952CF Symbol_7_0.png
12/20/2012 18:18:30 A----- 25,284 2A94BD34 Symbol_8_0.png
12/20/2012 18:18:30 A----- 23,372 41FBDBF7 Symbol_9_0.png
12/20/2012 18:18:30 A--SH- 45,568 ECFABDB2 Thumbs.db
-----
373,980 3B797A8D 12 files
```

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\SuperLucky
12/20/2012 18:18:32 A----- 28,024 2343E488 SymbolTAB_0_0.png
12/20/2012 18:18:30 A----- 29,324 6EB1D8D9 Symbol_0_0.png
12/20/2012 18:18:30 A----- 23,948 7217A729 Symbol_10_0.png
12/20/2012 18:18:30 A----- 28,760 AFBB199D Symbol_11_0.png
12/20/2012 18:18:30 A----- 27,996 79CC21F5 Symbol_12_0.png
12/20/2012 18:18:30 A----- 29,161 E7AE3596 Symbol_1_0.png
12/20/2012 18:18:30 A----- 28,846 E4D66137 Symbol_2_0.png
12/20/2012 18:18:32 A----- 36,383 54E67935 Symbol_3_0.png
12/20/2012 18:18:32 A----- 26,532 21453DAE Symbol_4_0.png
12/20/2012 18:18:32 A----- 21,780 ECF51AAD Symbol_5_0.png
12/20/2012 18:18:32 A----- 33,476 D5DE7828 Symbol_6_0.png
12/20/2012 18:18:32 A----- 19,120 209A4978 Symbol_7_0.png
12/20/2012 18:18:32 A----- 25,284 2A94BD34 Symbol_8_0.png
12/20/2012 18:18:32 A----- 23,372 41FBDBF7 Symbol_9_0.png
12/20/2012 18:18:32 A--SH- 60,928 E51EAE9F Thumbs.db
-----
442,934 6856FFB1 15 files
```

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\SuperSevens
12/20/2012 18:18:32 A----- 24,758 A2BF529B SymbolTAB_0_0.png
12/20/2012 18:18:32 A----- 24,758 A2BF529B Symbol_0_0.png
12/20/2012 18:18:32 A----- 23,948 7217A729 Symbol_10_0.png
12/20/2012 18:18:32 A----- 32,345 6302A24C Symbol_1_0.png
12/20/2012 18:18:32 A----- 18,355 F18E9B4D Symbol_2_0.png
12/20/2012 18:18:32 A----- 20,559 AE7425FB Symbol_3_0.png
12/20/2012 18:18:32 A----- 16,811 6A594BDE Symbol_4_0.png
12/20/2012 18:18:32 A----- 11,970 5CC184C5 Symbol_5_0.png
12/20/2012 18:18:32 A----- 9,320 93FFB738 Symbol_6_0.png
12/20/2012 18:18:32 A----- 19,120 209A4978 Symbol_7_0.png
```

FileCheck Signatures for Capital Sweepstakes, Inc
Capital Sweepstakes System v35.5.0.0

March 22, 2013

```
12/20/2012 18:18:32 A----- 25,284 2A94BD34 Symbol_8_0.png
12/20/2012 18:18:32 A----- 23,372 41FBDBF7 Symbol_9_0.png
12/20/2012 18:18:32 A--SH- 51,712 D5682130 Thumbs.db
```

302,312 C1CB8E4D 13 files

```
C:\_NGS_Apps\NGS.ClassII.Cashiers\Symbols\TropicalTreasures
12/20/2012 18:18:52 A----- 41,059 26E5D067 SymbolTAB_11_0.png
12/20/2012 18:18:50 A----- 42,311 E4891CED Symbol_0_0.png
12/20/2012 18:18:50 A----- 23,948 7217A729 Symbol_10_0.png
12/20/2012 18:18:50 A----- 33,234 1401E59F Symbol_11_0.png
12/20/2012 18:18:50 A----- 32,413 D297750F Symbol_1_0.png
12/20/2012 18:18:50 A----- 23,404 DA10F8A2 Symbol_2_0.png
12/20/2012 18:18:50 A----- 25,506 D5CEB597 Symbol_3_0.png
12/20/2012 18:18:50 A----- 42,299 23A6BD23 Symbol_4_0.png
12/20/2012 18:18:50 A----- 28,979 7024759D Symbol_5_0.png
12/20/2012 18:18:52 A----- 14,993 FF6E5B83 Symbol_6_0.png
12/20/2012 18:18:52 A----- 19,120 209A4978 Symbol_7_0.png
12/20/2012 18:18:52 A----- 25,284 2A94BD34 Symbol_8_0.png
12/20/2012 18:18:52 A----- 23,372 41FBDBF7 Symbol_9_0.png
07/17/2010 14:09:40 A--SH- 72,704 083FFFD8 Thumbs.db
```

448,626 39CCD26A 14 files

FileCheck Signatures for Capital Sweepstakes, Inc
Capital Sweepstakes System v35.5.0.0

March 22, 2013

Game Server

The following is a list of the *Game Server* files located on the *Capital Bingo Sweepstakes System's* Game Server's hard disk drive, which affect the integrity and operation of the *Capital Bingo Sweepstakes System*:

```
C:\_NGS_Apps\NGS.ClassII.Server.App
12/07/2012 07:58:18 A-----          98 9A287071 AppInfo.xml
12/07/2012 10:51:44 A-----        87,040 938146BB BusinessObjects.dll
03/07/2012 10:58:48 A-----          591 6B9B0515 configinfo.config
09/12/2012 13:14:28 A-----          626 6728EEF6 CRC Table.txt
12/07/2012 10:51:44 A-----    130,560 18DABBC6 Gateway_BusinessObjects.dll
12/07/2012 10:51:46 A-----        31,744 8C1D7A2E KAF.GameStore.DataAccess.dll
12/07/2012 10:51:46 A-----       60,928 334DD045 KAF.GameStore.DataAccess.pdb
12/07/2012 10:51:46 A-----       15,360 2E8BA7CB KAF.GameStore.Repository.dll
12/07/2012 10:51:46 A-----       28,160 5D5422E7 KAF.GameStore.Repository.pdb
12/07/2012 10:51:46 A-----          9,728 8DEB8101 KAF.GameStore.Server.SeedTimer.dll
12/07/2012 10:51:46 A-----       15,872 71E62C0C KAF.GameStore.Server.SeedTimer.pdb
12/20/2012 17:54:58 -D-----                                     Logs
12/20/2012 15:23:12 A-----         2,636 68A78BB1 Math20Line.log
12/07/2012 10:51:46 A-----       25,600 3B73EACA NGS.ClassII.Progressive.dll
12/07/2012 10:51:14 A-----       38,400 6EDE9622 NGS.ClassII.Progressive.pdb
12/07/2012 10:51:44 A-----    154,112 3A2456D4 NGS.ClassII.Server.App.exe
12/07/2012 10:11:46 A-----         2,650 82B21704 NGS.ClassII.Server.App.exe.config
12/07/2012 10:51:44 A-----    171,520 FE545DF1 NGS.ClassII.Server.App.pdb
12/07/2012 09:45:02 A-----       11,608 2C5E5B82 NGS.ClassII.Server.App.vshost.exe
12/07/2012 09:44:56 A-----         3,082 888F8215 NGS.ClassII.Server.App.vshost.exe.config
12/07/2012 10:51:44 A-----    103,936 DB6ED761 NGS.ClassII.Server.Data.dll
12/07/2012 10:51:44 A-----       32,768 34599579 NGS.ClassII.Server.Data.Main2010.dll
12/07/2012 10:51:44 A-----       65,024 A2D1A845 NGS.ClassII.Server.Data.Main2010.pdb
12/07/2012 10:51:44 A-----    216,576 E2286373 NGS.ClassII.Server.Data.pdb
12/07/2012 10:51:44 A-----         84,992 09B782D6 NGS.ClassII.Server.Engine.dll
12/07/2012 10:51:44 A-----    114,176 4FEDCE63 NGS.ClassII.Server.Engine.pdb
12/07/2012 10:51:44 A-----       67,072 BA210CE7 NGS.ClassII.ThePlay.dll
12/07/2012 10:51:44 A-----       85,504 AB6A6980 NGS.ClassII.ThePlay.pdb
12/07/2012 10:51:44 A-----         4,608 2E688C9C NGS.ClassII.ThePlay_20Line.dll
12/07/2012 10:51:44 A-----       75,264 CAF277B3 NGS.Logging.dll
12/07/2012 10:51:44 A-----       79,360 DA287EE5 NGS.Logging.pdb
12/07/2012 10:51:44 A-----         27,136 68DFCE83 NGS.Math.Math20Line.dll
12/07/2012 10:51:44 A-----        28,160 FB3F4D8B NGS.Math.Math20Line.pdb
12/07/2012 10:51:44 A-----    706,560 BCFB6CBE NGS.Math.Math20Line_Support.dll
12/07/2012 10:51:44 A-----       21,504 F6D7F3E9 NGS.RandNumGen.dll
12/07/2012 10:51:44 A-----       26,112 F6AE5493 NGS.RandNumGen.pdb
12/07/2012 10:51:44 A-----    101,888 94DD56CC NGS.Utility.DailyArchive.Process.dll
12/07/2012 10:51:44 A-----    175,616 7C2CED8F NGS.Utility.DailyArchive.Process.pdb
12/07/2012 10:51:44 A-----       59,904 87F0E259 NGS.Utility.Support.dll
12/07/2012 10:51:44 A-----    128,512 2913D707 NGS.Utility.Support.pdb
03/07/2012 10:58:48 A-----    973,824 B3556208 NGSx.NewMath.dll
03/07/2012 10:58:48 A-----    40,960 CA0D27EB NGSx.WinSymbols.dll
03/07/2012 10:58:48 A-----       24,064 58E8DF0F NGSx.WinSymbols.pdb
07/30/2009 15:16:58 A-----    1,880,064 658D9A92 Telerik.WinControls.dll
07/30/2009 15:17:22 A-----    1,196,032 669F65F6 Telerik.WinControls.GridView.dll
07/30/2009 15:17:22 A-----       793,219 E6432328 Telerik.WinControls.GridView.xml
07/30/2009 15:17:16 A-----    4,665,344 5FDD284D Telerik.WinControls.UI.dll
07/30/2009 15:17:16 A-----    1,455,165 A9715696 Telerik.WinControls.UI.xml
07/30/2009 15:16:58 A-----       745,058 D15E79CE Telerik.WinControls.xml
```

FileCheck Signatures for Capital Sweepstakes, Inc
Capital Sweepstakes System v35.5.0.0

March 22, 2013

07/30/2009 15:16:48 A----- 634,880 47AC79E8 TelerikCommon.dll

15,403,597 CCCC1690 49 files

C:_NGS_Apps\NGS.ClassII.Server.App\Logs
12/27/2012 12:24:54 A----- 40,899 C4C95F88 GAMESERVER Archive.log
12/20/2012 17:54:58 A----- 170 F516959D GAMESERVER CheckIn_2012-12-20.log
12/20/2012 17:54:58 A----- 9,167 D83BED17 GAMESERVER ServerEngine_2012-12-20.log

50,236 16589276 3 files

FileCheck Signatures for Capital Sweepstakes, Inc
Capital Sweepstakes System v35.5.0.0

March 22, 2013

Game Terminal

The following is a list of the *Game Terminal* files located on the *Capital Sweepstakes System* Game Terminal's hard disk drive, which affect the integrity and operation of the *Capital Sweepstakes System*:

FileCheck: C:\NGS.GameTerminal 11/06/2012 08:19

Date	Time	Attrib	Bytes	CRC-32	Filename
C:\NGS.GameTerminal					
09/12/2012	13:11:36	A-----	45,056	403A9CBF	AxInterop.SHDocVw.dll
09/12/2012	13:11:36	A-----	28,672	7E28B626	AxInterop.ShockwaveFlashObjects.dll
03/13/2012	19:13:58	A-----	176,128	9CD244C5	CliSecureRd.dll
03/13/2012	19:13:58	A-----	232,960	E23E863E	CliSecureRd64.dll
09/12/2012	13:11:38	A-----	175,104	8AABB723	CommBase.dll
09/12/2012	13:11:38	A-----	171,008	0EE17993	CommPort.dll
09/12/2012	13:11:38	A-----	147,968	5E4211E5	CRCCalc.dll
09/12/2012	13:11:38	A-----	40,960	96A6A5FF	Interop.CCTalkCom.dll
09/12/2012	13:11:38	A-----	126,976	3C121910	Interop.SHDocVw.dll
09/12/2012	13:11:38	A-----	32,768	22E5E0A3	Interop.ShockwaveFlashObjects.dll
11/28/2007	15:07:32	A-----	434,176	5744C1A5	Microsoft.Xna.Framework.Content.Pipeline.dll
11/28/2007	15:07:44	A-----	9,216	C5AB0B29	Microsoft.Xna.Framework.Content.Pipeline.EffectImporter.dll
11/28/2007	15:08:30	A-----	3,272,704	2C884A23	Microsoft.Xna.Framework.Content.Pipeline.FBXImporter.dll
11/28/2007	15:08:42	A-----	364,544	61FF5E4C	Microsoft.Xna.Framework.Content.Pipeline.TextureImporter.dll
11/28/2007	15:08:00	A-----	958,464	945D2AC1	Microsoft.Xna.Framework.Content.Pipeline.XImporter.dll
11/28/2007	14:55:12	A-----	921,600	458F0487	Microsoft.Xna.Framework.dll
11/28/2007	14:55:14	A-----	98,304	1CA57E4C	Microsoft.Xna.Framework.Game.dll
09/12/2012	13:11:38	A-----	164,352	1B1A5C20	NGS.ClassII.Audio.dll
09/12/2012	13:11:38	A-----	25,088	4C431994	NGS.ClassII.Progressive.dll
09/12/2012	13:11:38	A-----	4,695,552	37756E88	NGS.ClassII.Terminal.exe
09/12/2012	13:11:38	A-----	7,680	B711C09A	NGS.ClassII.Terminal.Games.dll
09/12/2012	13:11:38	A-----	40,960	8A5DAEBF	NGS.ClassII.Terminal.GamesContent.dll
09/12/2012	13:11:38	A-----	31,232	800564C5	NGS.ClassII.Terminal.Logic.dll
09/12/2012	13:11:38	A-----	160,256	546787CB	NGS.ClassII.Terminal.ScrollingWheel.dll
09/12/2012	13:11:38	A-----	148,992	5E776D00	NGS.ClassII.Terminal.Symbols.dll
09/23/2005	05:56:20	A-----	5,632	E1FB149F	NGS.ClassII.Terminal.vshost.exe
09/12/2012	13:11:38	A-----	210,432	75022AB7	NGS.ClassII.ThePlay.dll
09/12/2012	13:11:38	A-----	17,920	C7BB7C0D	NGS.Flash.G3.dll
09/12/2012	13:11:38	A-----	12,800	D34EBB2C	NGS.Flash.Player.dll
09/12/2012	13:11:38	A-----	216,064	24E309A5	NGS.Logging.dll
09/12/2012	13:11:38	A-----	6,656	560D5473	NGS.Peripherals.Nanoptix.dll
09/12/2012	13:11:38	A-----	24,576	85A67A54	NGS.Peripherals.NanoptixDirect.dll
09/12/2012	13:11:38	A-----	477,184	FD47F98B	NGS.Peripherals.NanoptixWinDriver.dll
09/12/2012	13:11:38	A-----	21,504	E2E45D6A	NGS.RandNumGen.dll
09/12/2012	13:11:38	A-----	156,672	DDB9FBB2	NGS.Support.dll
09/12/2012	13:11:38	A-----	173,056	753F2D32	NGSx.BilAcceptor.JCM_WBA.dll
09/12/2012	13:11:38	A-----	159,232	05752FF6	NGSx.Peripherals.Ticket.dll
12/04/2006	16:53:14	A-----	187,184	49BD5313	pskill.exe
07/30/2009	15:16:58	A-----	1,880,064	658D9A92	Telerik.WinControls.dll
07/30/2009	15:17:22	A-----	1,196,032	669F65F6	Telerik.WinControls.GridView.dll
07/30/2009	15:17:16	A-----	4,665,344	5FDD284D	Telerik.WinControls.UI.dll
07/30/2009	15:16:48	A-----	634,880	47AC79E8	TelerikCommon.dll

APPENDIX B

Capital Sweepstakes, Inc.
Capital Sweepstakes System v35.5.0.0
Free Play Form

Free Play Form

1. Participation in I Zone sweepstakes can be accomplished through the purchase of select product within this facility ranging from internet time, internet classes, computer classes, fax services, B&W copies, color copies, food products, drink products, coffee products and much more! Purchase of product results in FREE ENTRY to I Zone sweepstakes.

2. No purchase is necessary to participate in the I Zone sweepstakes.

3. Up to twelve (12) Free entries can be obtained from the cashier every day. twelve additional free entries can be obtained by filling out this form and mailing it to the address listed. Your request will be handled in 10-14 business days.
4. Free entries obtained have the same chance of winning as entries obtained through the purchase of product within this facility.
5. The final winners of the I Zone sweepstakes will be posted in the facility when the grand prize is obtained.
6. The I Zone sweepstakes will begin on January 1st and ends December 31st or when all of the finite sweepstakes entries have been distributed.
7. Must be 18 years of age or older to participate in the I Zone sweepstakes.

Name _____ Date _____

Phone _____

Address _____

Drivers License number _____

Facility to receive entries _____

All information is to remain confidential and will only be utilized for proof of age to participate in the sweepstakes and address to send free entries to.

Send this form with a self addressed stamped envelope to

PO Box 163359

Sacramento, Ca 95816

Exhibit C
to Letter to City of
Hayward City Council

1 DOWNEY BRAND LLP
STEPHEN J. MEYER (Bar No. 75326)
2 TORY E. GRIFFIN (Bar No. 186181)
KELLY L. POPE (Bar No. 235284)
3 1420 Rocky Ridge Dr., Suite 250
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4 Telephone: (916) 773-2100
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5 smeyer@downeybrand.com
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6 kpope@downeybrand.com

7 Attorneys for Plaintiff
Net Connection Hayward, LLC

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 Net Connection Hayward, LLC, a
12 California limited liability company,

13 Plaintiff,

14 v.

15 City of Hayward,

16 Defendant.

Case No. C13-1212 JSC

**DECLARATION OF TORY E. GRIFFIN IN
SUPPORT OF APPLICATION FOR
TEMPORARY RESTRAINING ORDER,
AND ORDER TO SHOW CAUSE RE
PRELIMINARY INJUNCTION**

Date: TBD
Time: TBD
Courtroom:

17
18
19 I, Tory E. Griffin, declare as follows:

20 1. I am an attorney at law licensed to practice before all courts of the State of
21 California, and am a partner in the law firm of Downey Brand LLP, attorneys of record for
22 plaintiff in the above-entitled action. I have personal knowledge of the matters stated herein and
23 if called upon to do so, could and would competently testify thereto.

24 2. Attached as an exhibit to the accompanying Points and Authorities supporting Net
25 Connection Hayward, LLC's Application for Temporary Restraining Order and Motion for
26 Preliminary Injunction is a chart comparing eleven (11) other official sweepstakes rules with the
27 rules governing plaintiff's sweepstakes promotion. A true and correct copy of the full text of
28 each of the eleven (11) compared sweepstakes promotions is attached hereto as follows:

- 1 a. A true and correct copy of SanDisk Corporation's 25th Anniversary
2 Sweepstakes & Instant Win Game rules is attached hereto as **Exhibit A**
3 and can be accessed at <https://www.sandisk25th.com/> by clicking on the
4 link for Official Rules.
- 5 b. A true and correct copy of General Mills Sales, Inc.'s Chex Mix School
6 Snack Stack-Up sweepstakes rules is attached hereto as **Exhibit B** and can
7 be accessed at <http://www.chexmixstackup.com/:b=firefox17/rules.html>.
- 8 c. A true and correct copy of McDonald's USA, LLC's 2012 Monopoly
9 Game rules is attached hereto as **Exhibit C** and can be accessed at
10 <http://www.playatmcd.com/Rules>.
- 11 d. A true and correct copy of Carl Kecher Enterprises' Carl's Jr. Happy Star
12 Rewards rules, along with one (1) screenshot of the sweepstakes
13 promotion, is attached hereto as **Exhibit D** and can be accessed at
14 <http://happystarrewards.com/rulesandregulations>.
- 15 e. A true and correct copy of PepsiCo, Inc.'s Diet Pepsi Love Every Sip
16 Instant Win Game rules is attached hereto as **Exhibit E** and can be
17 accessed at [http://dietpepsi.plcontent.com/pepsiwg-](http://dietpepsi.plcontent.com/pepsiwg-pl1133/Content/OfficialRules.pdf)
18 [pl1133/Content/OfficialRules.pdf](http://dietpepsi.plcontent.com/pepsiwg-pl1133/Content/OfficialRules.pdf).
- 19 f. A true and correct copy of Colgate Palmolive Company's Irish Spring
20 Legendary Giveaway sweepstakes rules, along with two (2) screenshots of
21 the sweepstakes promotion, is attached hereto as **Exhibit F** and can be
22 accessed at
23 <http://www.legendarygiveaway.com/public/fulfillment/rules.pdf>.
- 24 g. A true and correct copy of CVS Pharmacy's Twitter-based Promotions
25 sweepstakes rules is attached hereto as **Exhibit G** and can be accessed at
26 [http://www.cvs.com/promo/promoLandingTemplate.jsp?promoLandingId=](http://www.cvs.com/promo/promoLandingTemplate.jsp?promoLandingId=twitter-rules)
27 [twitter-rules](http://www.cvs.com/promo/promoLandingTemplate.jsp?promoLandingId=twitter-rules).
- 28 h. A true and correct copy of Green Mountain Coffee's The Perfect Cup

- 1 Sweeps rules, along with three (3) screenshots of the sweepstakes
2 promotion, is attached hereto as **Exhibit H** and can be accessed at
3 <https://www.perfectcupsweps.com/:b=ie8/public/en/fulfillment/rules.pdf>.
- 4 i. A true and correct copy of Wal-Mart Stores, Inc.'s February—April 2013
5 Sweepstakes rules is attached hereto as **Exhibit I** and can be accessed at
6 [https://survey.walmart.com/Surveys/WM/StoreTrak/rules_date_en.htm?dat
7 e=03/17/2013](https://survey.walmart.com/Surveys/WM/StoreTrak/rules_date_en.htm?date=03/17/2013).
- 8 j. A true and correct copy of Coca-Cola North America's My Coke Rewards
9 Sweepstakes rules is attached hereto as **Exhibit J** and can be accessed at
10 <http://www.mycokerewards.com/home.do> by clicking on the link for
11 Sweepstakes.
- 12 k. A true and correct copy of Fed Ex Corporate Services Ship on the Fly
13 Sweepstakes rules is attached hereto as **Exhibit K** and can be accessed at
14 [http://www.fedex.com/us/mobile/sweepstakes/58068_FedExShiptoFlySwe
15 epstakesRulesFINAL11.28.12\).pdf](http://www.fedex.com/us/mobile/sweepstakes/58068_FedExShiptoFlySweepstakesRulesFINAL11.28.12).pdf).

16 3. I have made numerous attempts to contact the Office of the City Attorney to
17 educate the City as to its perception of Net Connection's business. On March 8, 2013, I called the
18 Hayward City Attorney Michael S. Lawson. I spoke to someone in his office, presumably Mr.
19 Lawson's assistant, and informed her that I represented Net Connection. She then asked if I was
20 calling about the letter that was sent to Net Connection "yesterday." I informed her that I had not
21 yet seen the letter, and that as far as I was aware my client had not seen the letter either. I asked
22 that she send me the letter by fax, and she agreed to do so and later did in fact fax the letter. I
23 also asked that Mr. Lawson be given the message that I called, and further asked that I be
24 transferred to his voice mail. I then left a voice mail message to Mr. Lawson indicating that I
25 represented Net Connection, and that it was important that we discuss the City's action related to
26 my client. To this date, Mr. Lawson has not returned my call, which is somewhat baffling since
27 Mr. Lawson's March 7, 2013 letter to my client, which I received by fax on the afternoon of
28 March 8, 2013, specifically invited my client to contact Mr. Lawson if it had any questions.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Downey Brand LLP, 1420 Rocky Ridge Dr., Suite 250, Roseville, California, 95661-2859. On March 19, 2013, I served the within document(s):

DECLARATION OF TORY E. GRIFFIN IN SUPPORT OF APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND ORDER TO SHOW CAUSE RE MOTION FOR PRELIMINARY INJUNCTION

- BY FAX:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- BY E-MAIL:** by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.
- BY MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Roseville, California addressed as set forth below.
- BY OVERNIGHT MAIL:** by U.S. Express Mail for delivery to the addressee(s) on the next business day.
- BY PERSONAL DELIVERY:** by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.

Michael S. Lawson
City Attorney
City of Hayward
777 B Street
Hayward, CA 94541-5007
Phone: (510) 583-4450
Facsimile: (510) 583-3660

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 19, 2013, at Roseville, California.

s/Janna Ruth
Janna Ruth

DOWNEY BRAND LLP

EXHIBIT A

DECLARATION OF TORY E. GRIFFIN

EXHIBIT A

Sandisk 25th Anniversary Sweepstakes & Instant Win Game OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The SanDisk 25th Anniversary Sweepstakes & Instant Win Game ("Promotion") is sponsored by SanDisk Corporation ("Sponsor") and administered by Contest Factory ("Administrator") (referred to collectively as "Promotion Entities"). The Promotion consists of an "Instant Win Game" and a "Sweepstakes" as described in greater detail in these Official Rules. By entering this Promotion, you affirm your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Promotion Entities, which are final and binding in all respects. Winning a prize is contingent upon fulfilling all requirements as stated in these Official Rules. **Winners are solely responsible for the payment of any federal, state, or local income taxes that may result from their acceptance and receipt of any prize.** All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law.

- **1. ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding residents of Puerto Rico and all other U.S. territories and possessions) who are at least 18 and have attained the legal age of majority in their state of residence (each, an "Entrant") at the time of entry and at the time the prize is awarded. Employees of Promotion Entities and their respective parent companies, affiliates, subsidiaries, distributors, sales representatives, agents, advertising and promotional agencies, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of any such employees, whether or not related, are not eligible to enter or win.
- **2. PROMOTION DATES:** Between August 1, 2012 and August 1, 2013, Promo Codes (as defined below) can be obtained by purchasing a specially marked SanDisk product, while supplies last, or by submitting Free Code Request (defined in Paragraph 3.1.1 below). Promo Codes can be entered and played online from 12:01 AM Pacific Time ("PT") on August 1, 2012 through 11:59 PM PT on August 1, 2013 ("Online Play Period"). Free Code Requests received between July 22, 2013 and August 8, 2013 will be played by Administrator ("Offline Play Period"). The Online Play Period and the Offline Play Period will be collectively referred to herein as the "Entry Period". Drawings to determine winners of Sweepstakes prizes will be conducted on or about November 10, 2012, February 10, 2013, May 10, 2013 and August 15, 2013. Second Chance Drawing, if any, may be held on or about August 20, 2013. Administrator's computer is the official time-keeping device for the Promotion.

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- **3. HOW TO ENTER SWEEPSTAKES:**
 - **3.1. Obtain a Valid Promo Code:** First, between August 1, 2012 and August 1, 2013, you can obtain or request a valid code (each a “Promo Code”) in two (2) ways.
 - **3.1.1. Specially Marked SanDisk Products.** Promo Codes are found inside specially marked SanDisk products, embossed on the plastic tray or similar product container. For a list of specially marked products and help locating your Promo Code, please see the information included here www.sandisk25th.com/productlist.html

Free Code Requests. You may obtain, without purchase, one (1) Promo Code by sending a request via U.S. mail (each, a “Free Code Request”) as follows: mail a 3”x 5” card legibly hand-printed or typed with your name, complete mailing address, phone number and email address to SanDisk 25th, 8502 E. Chapman Ave. No. 334, Orange, CA 92869. Limit one (1) Free Code Request per stamped outer mail envelope or card; no group submissions will be accepted. All Free Code Requests must be postmarked by August 1, 2013 and received by August 8, 2013.

Following receipt of your properly submitted Free Code Request, Administrator will automatically enter one entry on your behalf into the Sweepstakes. To be eligible for a particular Sweepstakes drawing, properly submitted Free Code Requests must be postmarked and received on or before the applicable dates set forth in the Sweepstakes Drawing Table set forth in Paragraph 8.

If your properly submitted Free Code Request is received before July 22, 2013, Administrator will email, to the email address specified in the Free Code Request, one (1) Promo Code which you can use during the Online Play Period to play the Instant Win Game and receive five (5) Spins (as described in Paragraph 4 below). If, instead, your properly submitted Free Code Request is received between July 22, 2013 and August 8, 2013 (and provided it is postmarked on or before August 1, 2013), Administrator will play on your behalf five (5) Spins in the Instant Win Game (see Paragraph 4 below) during the Offline Play Period, and should any of your Spins result in a Winning Message (as defined below), Administrator will notify you via the email address as specified in your Free Code Request.

Free Code Requests that do not follow the instructions stated in this paragraph are void. Failure to include a valid email address will result in your inability to receive an entry in the Sweepstakes or a free Promo Code. Any Free Code Requests that are postmarked after August 1, 2013 or received after August 8, 2013 are void. There is a limit of ten (10) Free Promo Requests per person/email address.

- **3.2. Register Online:** Second, once you have obtained a valid Promo Code, you have until 11:59 p.m. Pacific Time (“PT”) on August 1, 2013 to visit www.sandisk25th.com (the “Promotion Page”) and register by providing the Promo Code along with your name, address, email address, and phone number (each a “Registration”). Each properly submitted Promo Code entitles you to one (1) entry into the Sweepstakes (each a “Sweepstakes Entry”) and five (5) Spins in the Instant Win Game. Each Entrant is limited to one (1) Registration and ten (10) Promo Code redemptions, for up to a total of fifty (50) Spins, per person/email address during the Entry Period. Entrants may receive one (1) additional Sweepstakes Entry and one (1) Additional Spin in the Instant Win Game by completing the brief SanDisk survey described below in Paragraph 4.2 below.
- **4. HOW TO PLAY THE INSTANT WIN GAME:**
 - **4.1. Spins.** Once an Entrant has completed a Registration, the Instant Win Game screen (the “Instant Win Game Screen”) will be displayed. Each properly submitted Promo Code will entitle the Entrant to five (5) Instant Win Game plays (each a “Spin”). To play a Spin, click the “Spin Here” icon on the Instant Win Game Screen. There will be a total of nine thousand one hundred and twenty eight (9,128) random, computer-generated winning times, during the Entry Period. If you are the first Entrant to play a Spin at or after one of the randomly generated times, you will be a potential winner of the Instant Win Game Prize indicated, and the Instant Win Game Screen will display a winning message as follows: three (3) matching images of any of the Instant Win Game Prizes described below on the middle row of the “spin wheel” (each, a “Winning Message”). All Spins must be played by 11:59 p.m. PT on August 1, 2013. All potential Winning Messages are subject to validation by Administrator. You can play your Spins at any time through the Online Play Period, by logging back in to the Promotion Page using the email address and password that you submitted when you completed the Registration. Any Spins that remain after the conclusion of the Online Play Period will be void. You may use each Promo Code you receive only once.
 - **4.2. Additional Spin.** Entrants can receive one (1) additional Spin (the “Additional Spin”) through the Online Play Period by clicking on the “Want More Spins?” button on the Instant Win Game Screen and then completing a brief SanDisk survey located on the Promotion Page. Upon completion of the survey questions, an Entrant will automatically receive one (1) Additional Spin which will be reflected in the number of “Spins Left” on the bottom right side of the Instant Win Game Screen and one (1) additional Sweepstakes Entry which will be automatically applied after the completion of the survey. An Entrant can only complete the Survey once.
- **5. OTHER LIMITS AND RESTRICTIONS:**

- 5.1. Online Entry Limits: Limit ten (10) Promo Code redemptions and one (1) Survey completion per person/email address. Multiple Entrants are not permitted to share the same email address.
- 5.2. Valid Email Address: All Entrants must provide a valid and functioning email address at the time of registration, which must remain valid and functioning for notification purposes. In the event of a dispute as to the identity or eligibility of a potential winner, Promotion Entities will deem the winning Entry to have been made by the “**Authorized Account Holder**” of the email address used at the time of entry and he/she must comply with these Official Rules. Authorized Account Holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.
- 5.3. Undelivered or Untimely Submissions: Promotion Entities are not responsible for any Entries or Spins that are lost, delayed, damaged, undeliverable, garbled, or misdirected, for any Free Code Requests that are lost, delayed, damaged, undeliverable, illegible, mutilated, garbled, misdirected or postage-due, or for any Entries, Spins or Free Code Requests that are not received by Administrator by the stated deadline for any reason. All Entries and Free Code Requests become Sponsor’s exclusive property and will not be returned.
- 5.4. Disqualification: Entries, Spins, Promo Codes or Winning Messages generated by script, macro or other automated means or by any means that subvert the entry process will be void. In the event that Promotion Entities reasonably suspect that an Entrant has attempted to (a) obtain more than the stated number of Sweepstakes Entries and/or Spins by using multiple/different mailing addresses, email addresses, identities, registrations and logins or any other methods, (b) to enter the Promotion by any means except as permitted in these Official Rules, or (c) tamper with the entry process, the Instant Win Game or any other aspect of the Promotion in any way, Promotion Entities reserve the right, in their sole discretion, to void any such improper or suspect Sweepstakes Entries and/or Spins and/or to disqualify that Entrant from further participation or eligibility for prizes, and their decisions are final and binding in all respects.
- 6. **PRIZES AND ODDS**: The following prizes will be available during the Promotion:
 - 6.1. **Instant Win Game Prizes (9,128)**: The prizes as listed in the Instant Win Game Prize Table below (each, an “**Instant Win Game Prize**”) will be seeded throughout, and available to be won during, the Entry Period.

Instant Win Game Prize Table

Instant Win Game Prize	Number	ARV (each)	ARV (all)
SanDisk Baseball Cap	3204	15.00	48,060.00
SanDisk Digital Camera Case	3204	50.00	160,200.00
32 GB SanDisk Extreme Pro® SDHC™ UHS-I Memory Card	500	139.99	69,995.00
\$25 American Express Gift Card	1000	25.00	25,000.00
16GB SanDisk® Memory Vault	200	89.99	17,998.00
GoPro Camera HD HERO2: Surf Edition (model CHDSH-002)	100	249.00	24,900.00
iBeats by Dr. Dre Headphones with ControlTalk from Monster® (Model 129584)	800	119.95	95,960.00
Nikon COOLPIX AW100 (Model 26292)	100	296.95	29,695.00
Panasonic VIERA® 42" Class U5 Series LCD HDTV (Model TC-L42U5)	8	599.99	4,799.92
Motorola XOOM™ Tablet (32 GB Wi-Fi Model)	8	449.00	3,592.00
Nikon D7000 DSLR Camera with 18-105mm Lens (Model 25474)	4	1499.00	5,996.00
	9128		486,195.92

- o 6.2. Sweepstakes Prizes: The following sweepstakes prizes (each, a "Sweepstakes Prize") will be available to be won during the Promotion:
 - 6.2.1. Trip Prizes (4): Each travel prize (each, a "Trip Prize") consists solely of the following elements: coach-class roundtrip air transportation for winner and one (1) guest to Honolulu, Hawaii (from major airport nearest winner's residence) and five (5) nights' deluxe hotel accommodations (single room/double-occupancy). Trip Prizes must be booked by October 31, 2013 and completed by March 31, 2014. Approximate Retail Value ("ARV"): \$5,000.00. ARV may vary depending on city/day/date/time of departure and in the event that the actual value of a prize awarded is less than the ARV stated above, that winner will not be entitled to receive any cash or other compensation for such difference between the actual value and the ARV.
 - 6.2.2. Grand Prize (1): Check in the amount of \$25,000.00 issued in name of Grand Prize Winner. ARV: \$25,000.00
- o 6.3. Total ARV of all Instant Win Game Prizes and Sweepstakes Prizes: **\$531,195.92.**
- o 6.4. Odds of Winning: The odds of winning a Sweepstakes Prize depend on the number of timely entries received prior to the relevant Drawing Date. The odds of

winning an Instant Win Game Prize depend on the number of remaining Instant Win Game Prizes available to be awarded and the number of Entrants who play a Spin at or most closely following the corresponding random, computer-generated winning times during the Entry Period. The odds of winning a Second Chance Unclaimed Prize (as defined below) depend on the number of Second Chance Unclaimed Prizes and the number of timely entries received during the Entry Period.

• **7. PRIZE LIMITS AND RESTRICTIONS:**

- **7.1. Prize Limits:** Limit five (5) Instant Win Game Prizes, one (1) Trip Prize and one (1) Grand Prize per person/email address during the Promotion.
- **7.2. General Prize Restrictions:** The following restrictions apply to all prizes. Winners assume sole responsibility for all costs and expenses associated with prize acceptance and use not explicitly stated herein as being provided, including without limitation, all federal, state and local taxes, including income taxes (if any), fees, and surcharges on a prize. Promotion Entities will comply with all tax reporting requirements including the issuance of any required Forms 1099-MISC for the applicable tax year. Non-cash prizes are not redeemable for cash and prizes may not be transferred or substituted except that Sponsor may substitute a prize, or portion thereof, with a prize of comparable or greater value. Any portion of any prize not used by any winner is forfeit, and no cash substitute will be offered or permitted. Merchandise prizes carry no warranty other than that offered by manufacturer. All prizes are provided "as is" with no warranty or guarantee either express or implied by Sponsor. Sponsor has neither made nor is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for particular purpose. Depictions of prizes in Promotion-related materials are for illustrative purposes only and may not accurately reflect actual prizes provided.
- **7.3. Specific Prize Restrictions:** The following additional restrictions apply to the specified prizes below:
 - **7.3.1. *Gift Card Prizes:*** Gift Cards will not be replaced or replenished by Promotion Entities if lost, stolen, damaged, destroyed or used without winner's permission, and are void if altered or defaced. Gift Cards are subject to any terms and conditions set forth on the respective Gift Card as well as any additional restrictions and limitations imposed by issuer. For terms and conditions governing American Express Gift Cards, visit www.americanexpress.com.
 - **7.3.2. *HDTV Prize:*** HDTV Prize does not include set-up or installation.
 - **7.3.3. *Trip Prizes:***
 - **7.3.3.1.** Winners and guests are solely responsible for any costs or expenses associated with prize acceptance and use not specified above as part of prize description, including without limitation, ground transportation, additional air transportation and accommodations, meals, tips, gratuities, beverages, sightseeing, souvenirs, excursions, baggage fees, incidentals, and personal items. Hotel may require credit-card or cash deposit for incidentals.

Winners and guests are solely responsible for all required travel documents and/or identification (e.g., a valid government-issued photo ID) and a valid credit card if needed for hotel check-in.

Winners and guests are solely responsible for obtaining any travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

- 7.3.3.2. Once a guest's name is communicated to Administrator, that guest may not be changed or substituted, except in Sponsor's sole and absolute discretion. Winners and their guests must travel together on the same itinerary. Guests (or their parents/legal guardians, if applicable) may be required to execute Publicity Releases and/or Liability Waivers prior to and as a condition of accompanying winners on any Trip Prizes. Each guest must be an adult unless the corresponding winner is his/her parent or legal guardian. Any allowed minors must be accompanied at all times during Trip Prize (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian.
 - 7.3.3.3. Each Trip Prize winner must accept prize as described in these Official Rules. If Trip Prize winner is not willing or able to accept prize as described, the Sponsor may, in its discretion, disqualify that winner and award the prize to an alternate winner in accordance with the disqualification provisions below. Each Trip Prize must be completed within the time period specified above or it will be forfeited. Transportation and accommodations are subject to availability and reservations are required. Blackout dates and holiday exclusions may apply. Selection of airline and hotel is within Sponsor's sole discretion. Airline tickets are non-refundable/non-transferable and are not valid for frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, transportation companies, prize providers or any other persons providing any prize-related services or accommodations.
- **8. SELECTION OF WINNERS:**
 - 8.1. Instant Win Game Prize Winners: Subject to validation of Winning Messages and verification of eligibility and compliance with these Official Rules, Entrants who receive Winning Messages upon completion of Instant Win Game Spins will be declared Instant Win Game Prize Winners. Administrator will not accept screen shots or other evidence of winning in lieu of Administrator's validation process. Any Spin that occurs after the Instant Win Game system has failed for any reason is deemed a defective Spin and is void.

- o 8.2. **Sweepstakes Prize Winners:** On or about each of the Drawing Dates set forth in the Sweepstakes Drawing Table below, Administrator will randomly select one potential winner from all eligible entries received prior to the corresponding deadlines. As described in Paragraph 3.1 above, an entrant who submits a timely and proper Free Code Request will be entered automatically into the Sweepstakes by Administrator. To be eligible for a particular Sweepstakes drawing, entrants who received a Promo Code inside specially marked SanDisk products must redeem their Promo Codes online by the Online Entry Deadline set forth in the Sweepstakes Drawing Table below, and Free Code Requests must be postmarked by and received by the applicable dates set forth in the Sweepstakes Drawing Table below. Non-winning entries from one drawing will be included in subsequent drawings. Subject to verification of eligibility, the persons whose names are so drawn will be declared the winners of the corresponding prizes.

Sweepstakes Drawing Table

Prize	Online Entry Deadline	Mail-In Free Code Request Postmarked By Deadline	Mail-In Free Code Request Received By Deadline	Drawing Date	Number of Potential Winners
1 st Trip Prize	10/31/12 at 11:59PM PT	10/31/12	11/8/12	11/10/12	1
2 nd Trip Prize	1/31/13 at 11:59PM PT	1/31/13	2/8/13	2/10/13	1
3 rd Trip Prize	4/30/13 at 11:59PM PT	4/30/13	5/8/13	5/10/13	1
4 th Trip Prize	8/1/13 at 11:59PM PT	8/1/13	8/8/13	8/15/13	1
Grand Prize	8/1/13 at 11:59PM PT	8/1/13	8/8/13	8/15/13	1

- 9. **WINNER NOTIFICATION, VERIFICATION AND DISQUALIFICATION:**
 - o 9.1. **Notification of Potential Winners:** Potential Instant Win Game Winners will be notified initially via a Winning Message upon completion of their winning Spins. Potential winners of Instant Win Game Prizes with an ARV of at least two hundred dollars (\$200.00) (each, a "Major Instant Win Game Prize") and/or Sweepstakes Prizes will be notified via telephone and/or email in accordance with the information supplied at the time of Registration and must reply to Administrator within the time period designated by Administrator.
 - o 9.2. **Verification:** Potential winners of Major Instant Win Game Prize and/or Sweepstakes Prizes may be required to provide Administrator with any or all of the following verification documents within seven (7) business days of notification of such requirements: Notarized Affidavit of Eligibility & Liability Release, a Publicity Release (where legal), completed tax acknowledgment or

taxpayer information forms, acceptable identification (valid government issued-photo ID), other proof of eligibility and other legal documents.

- o 9.3. Disqualification: In the event that (a) any attempted notification or prize delivery to a potential winner is returned as undeliverable, (b) any prize is unclaimed within the required time period, or (c) any potential winner (i) does not reply to the initial notification within the time required, if a reply is required, (ii) fails to satisfy any eligibility or verification requirement herein, (iii) declines to accept the prize or to accept the prize as described herein, (iv) or is otherwise determined to be ineligible or not in compliance with these Official Rules for any other reason, Administrator in its discretion may disqualify that winner, in which event:
 - 9.3.1. *Instant Win Game Prizes*: If the relevant prize is an Instant Win Game Prize and the Instant Win Game is still ongoing, that prize will be returned to the Instant Win Game and made available to be won. If the Instant Win Game has concluded and the relevant prize is a Major Instant Win Game Prize (each a “Second Chance Unclaimed Prize”), that prize will be placed into the Second Chance Drawing. See “Second Chance Drawing” paragraph below. If the Instant Win Game has concluded and the relevant prize has an ARV of less than two hundred dollars (< \$200.00) (each, a “Minor Instant Win Game Prize”), that prize will not be awarded.
 - 9.3.2. *Sweepstakes Prizes*: If the relevant prize is a Sweepstakes Prize or a Second Chance Unclaimed Prize (see below), an alternate winner will be chosen by random drawing from the remaining corresponding pool of timely entries as soon as reasonably practicable after initial winner is determined to be ineligible. No more than two (2) alternate drawings will be conducted. If an eligible winner cannot be confirmed after two (2) alternate drawings, no further drawings will be conducted for that prize and that prize will not be awarded. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.
- 10. **SECOND CHANCE DRAWING**: 10. If necessary, on August 20, 2013, or within a reasonable time thereafter, Administrator will conduct a Second Chance Drawing from among all timely and properly submitted Entries, subject to the prize limits stated above. During the Second Chance Drawing, Administrator will randomly select “X” number of potential winners from among all timely and properly submitted Entries, where “X” is equal to the number of Second Chance Unclaimed Prizes as of the date of the Second Chance Drawing. Subject to verification of eligibility, the persons whose names are so drawn will be declared the winners of such Second Chance Unclaimed Prizes. Disqualification of any potential Second Chance Unclaimed Prize winners will be handled in accordance with the Disqualification Paragraph above. Potential winners of Second Chance Unclaimed Prizes must comply with all requirements imposed on winners set forth herein.
- 11. **PRIZE DELIVERY**: Merchandise prizes will be mailed or shipped to the confirmed or verified winners in accordance with the information supplied at the time of

registration. Prizes will not be shipped or delivered to P.O. boxes or addresses outside of the United States. Allow up to 4 to 6 weeks after verification of eligibility for prize delivery.

• **12. GENERAL CONDITIONS:**

- 12.1. Entrants' exclusive remedy and Sponsor's sole liability for any Promo Code containing printing, production, typographical, mechanical or other errors of any kind is limited to replacement with another Promo Code during the Entry Period. Promo Code is void if not obtained from authorized and legitimate channels, or if the Promo Code is, in whole or in part, illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained via fraud or theft.
- 12.2. Released Parties (as defined below) are not responsible for lost, late, incomplete, stolen, misdirected, undelivered, delayed, inaccurate, garbled or illegible Registrations, Spins or Free Code Requests, or for any computer, telephone, cable, network, satellite, electronic, internet hardware, software malfunctions or failures or unavailability, or for garbled or jumbled transmissions or for service provider, Internet, website intervention, or for inaccurate capture of any information, or the failure to capture any such information or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, Free Code Requests or prize claims, the announcement of the prizes or in any Promotion-related materials. Proof of submission will not be deemed to be proof of receipt by Administrator. 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 from or use of the website.
- 12.3. Sponsor reserves the right to cancel, terminate or suspend this Promotion or any part of this Promotion should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction or other cause corrupts or impairs the security, administration, fairness or operation of this Promotion as determined by Sponsor in its sole discretion, in which case Sponsor or its designee will select the winners for any unclaimed prizes by conducting a random drawing from among all non-suspect Registrations received at the time of the Sweepstakes cancellation, termination or suspension.
- 12.4. Sponsor reserves the right to correct typographical or clerical errors in any Promotion related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.
- 12.5. Promotion Entities reserve the right to prohibit any Entrant from participating in the Promotion if, at their sole discretion, Promotion Entities find such Entrant to be tampering with the entry process or the operation of the

Promotion; or if the Entrant has repeatedly shown a disregard for, or attempts to circumvent, these Official Rules; or acts: (a) in a manner Promotion Entities determine to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other Entrant or Promotion Entities; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Promotion in any way will be ineligible for prizes and may be prosecuted to the full extent of the law. Any failure by Promotion Entities to enforce any of these Official Rules shall not constitute a waiver of these Official Rules.

- o 12.6. All activity arising out of and relating to the Promotion is subject to verification and/or auditing for compliance with the Official Rules and you agree to cooperate with the Promotion Entities concerning verification and/or auditing. All references to an Entrant's status as a "winner" are subject to verification and/or auditing by the Promotion Entities. If verification activity or an audit evidences non-compliance of a Registration, Spin or Free Code Request or Entrant with the Official Rules as determined by the Promotion Entities in their sole discretion, Promotion Entities reserve the right to disqualify the Entrant and remove the corresponding Spin(s) or Sweepstakes Entry(ies) from the Promotion at any time.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- **13. LIMITATION OF LIABILITY:** Entrants agree that Released Parties (as defined below) (a) are not responsible for lost, interrupted, or unavailable network, server or other connections or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted or garbled transmissions or errors of any kind, whether human, mechanical or electronic or for Registrations, Free Code Requests or Spins that for any reason are not received by Administrator by the deadlines stated in these Official Rules; (b) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading any software or materials; (c) are released from any and all liability related to this Promotion and the receipt and use of any prize (including any travel or activity related thereto); and (d) will not be responsible for the inability to select winners because of equipment failure or data storage failure.
- **14. RELEASE:** By participating in the Promotion, Entrants agree to release and hold harmless Promotion Entities and their respective subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies, and each of their respective parent companies and the officers, directors, employees and agents of each of the foregoing (collectively, "**Released Parties**") from and against any claim or cause of action, including but not limited to, personal injury, death, or damage to or loss of property,

arising out of participation in the Promotion, participation in any prize-related activity, use or misuse of any entry-related materials or acceptance, use or misuse of any prize (including any travel or activity-related thereto).

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

- **15. PUBLICITY:** Except where prohibited by law, a winner's acceptance of a prize constitutes permission for Sponsor and its designees to use that winner's name, photograph, likeness, statements, biographical information, voice, address (city and state) and details of winning for advertising, promotion and other purposes, worldwide and in all forms of media, in perpetuity, in any manner, together with other materials, without further compensation or notification to, or permission from, winner.
- **16. COLLECTION OF INFORMATION:** By participating in the Promotion, you agree to the collection of your personal information by Promotion Entities during the Promotion and to Sponsor's use of that personal information in accordance with its Privacy Policy, available at <http://www.sandisk.com/about-sandisk/privacy-policy>.
- **17. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrant and Promotion Entities in connection with this Promotion shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.
- **18. DISPUTES:** By entering the Promotion, Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, and in no event will Entrant be permitted to obtain attorneys' fees or other legal costs; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, any and all rights to have damages multiplied or otherwise increased, and any other damages other than for actual out-of-pocket expenses. To the extent permitted by law, the sole remedy of Entrants for any reason and for any cause of action whatsoever in connection with or relating to the Promotion, regardless of the form of action, whether in contract or in tort, including negligence, shall be modification of Promotion policies and practices, as determined by Promotion Entities. Any legal proceedings arising out of this Promotion or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of California, County of Santa Clara, and the parties consent to

jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules.

- **19. SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- **20. WINNERS' LIST/OFFICIAL RULES COPY:** For a copy of these Official Rules or the final winners' list (only with respect to prizes with ARV equal to or greater than \$25), send a self-addressed, stamped business size envelope to SanDisk 25th, 8502 E. Chapman Ave. No. 334, Orange, CA 92869, specifying either "Winners' List Request" or "Official Rules Request." Winners' List will be available after October 15, 2013. Deadline to receive request for winners November 15, 2013. Vermont and Washington residents may omit return postage on Official Rules requests.
- **21. SPONSOR:** SanDisk Corporation, 601 McCarthy Boulevard, Milpitas, CA 95035.
- **22. ADMINISTRATOR:** Contest Factory, 8502 E. Chapman Ave. No. 334, Orange, CA 92869.

EXHIBIT B

DECLARATION OF TORY E. GRIFFIN

EXHIBIT B

Chex Mix School Snack Stack-Up Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER AND PLAY, FEW WILL WIN.

1. Eligibility: Chex Mix School Snack Stack-Up (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Your chosen school must be enrolled in the General Mills Box Tops for Education® Program (the "BTFE Program") to win. If your school is not enrolled in the BTFE Program, your school can enroll by calling 1-888-799-2444 or visiting <http://www.boxtops4education.com>. Employees of General Mills Sales, Inc., ePrize, LLC, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game"). The General Mills Box Top for Education-eligible school ("BTFE-Eligible School") of winner's choice will only receive the prize as long as the designated school complies with the requirements set forth in these Official Rules. To be considered a BTFE-Eligible School, the school must be registered with the BTFE Program for the current academic school year prior to entry. Only BTFE registered schools can redeem Box Tops. Each Box Top is worth 10 cents to redeeming school. Limit \$20,000 per school, per school year for Box Tops redeemed through the Clip Program. See www.boxtops4education.com for program details.

2. Sponsor: General Mills Sales, Inc., One General Mills Blvd, Minneapolis, MN 55440.
Administrator: ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: > The Promotion begins on January 1, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on March 31, 2013 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

4. How to Enter: During the Promotion Period, visit www.chexmixstackup.com and complete and submit the registration form including the BTFE-Eligible School you wish to receive the prize, subject to BTFE Program rules, and your valid home address. P.O. Boxes are not permitted. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game to determine if you are a potential winner. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may enter/play one (1) time per day during the Promotion Period. A "day" is understood to mean a calendar day from 12:00am ET through 11:59pm ET. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to

register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Tell A Friend Program: After you enter the Promotion, you will be invited to submit the names and email addresses of up to three (3) friends who are eligible to enter the Promotion. Each person that you refer will receive an email notifying him or her about the Promotion. You may only refer persons with whom you have an existing relationship. For each referral of up to three (3) friends with a valid email address each, you will be given one (1) additional entry into the Sweepstakes up to a total of three (3) additional entries per day and a maximum of ten (10) additional entries during the entire Promotion Period. Referred friends need not enter the Sweepstakes in order for you to earn the additional entry.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners, from all eligible entries on or around April 1, 2013. Instant Win Game: One thousand eighty five (1,085) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by mail, email or phone. In the event that a potential winner of the Grand Prize or First Prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. For each Grand Prize and First Prize, at least five (5) alternate drawings will be held after which the prize may, in Sponsor's sole discretion, remain un-awarded. Unclaimed Second Prizes and Third Prizes will remain un-awarded. Notwithstanding the foregoing, Sponsor shall use best efforts to award all prizes listed in these Official Rules.

8. Prizes:

Sweepstakes Prizes: THREE (3) GRAND PRIZES: A case of Chex Mix for the winner and 30,000 eBoxTops® to be awarded to the BTFE-Eligible School of winner's choice. Approximate Retail Value ("ARV") of each Case of Chex Mix: \$33.48, ARV of 30,000 eBoxTops®: \$3,000.00. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) Sweepstakes prize per person/per email address and per school.

Instant Win Game Prizes: FORTY FIVE (45) FIRST PRIZES: A case of Chex Mix. ARV of each first prize: \$33.48. **FORTY (40) SECOND PRIZES:** A Chex Mix-branded blue tote. ARV of each second prize: \$5.00. **ONE THOUSAND (1,000) THIRD PRIZES:** 10 eBoxTops® to be awarded to the BTFE-Eligible School of winner's choice. ARV of 10 eBox Tops: \$1.00. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by

the number of prizes available. Limit: One (1) Instant Win Game prize per person/per email address.

For All Prizes: One (1) eBoxTop is worth one (1) Box Top, or \$.10 to a school participating in the BTFE Program. eBoxTop credits will be automatically submitted to the chosen school's account after confirmation of Sweepstakes or Instant Win Game winning status. The eBoxTop credits will be held in a "pending" status two (2) to three (3) days after confirmation of Sweepstakes or Instant Win Game Winning status. Within two (2) to three (3) weeks, the eBoxTops credits will be confirmed. Individuals cannot redeem eBoxTops[®] or Box Tops for cash. eBoxTops[®] prizes will be awarded directly to schools in accordance with the Official Rules of the General Mills Box Tops for Education[®] Program available at www.boxtops4education.com. Winner and the designated BTFE-Eligible Schools are responsible for all taxes and fees associated with prize receipt and/or use, if applicable. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Limit one (1) Sweepstakes Prize and one (1) Instant Win Game prize per person/per email address. **TOTAL ARV OF ALL PRIZES: \$11,807.04.**

9. Release: By receipt of any prize, winner and the designated BTFE-Eligible Schools agree to release and hold harmless Sponsor, ePrize, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Sweepstakes and Instant Win Game prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes or Instant Win Game, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries

received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, electronic error or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (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, indirect, 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy (<http://www.generalmills.com/corporate/privacy/privacy.aspx>).

15. Winner List: For a winner list, visit <http://bit.ly/l2bniR>. The winner list will be posted after winner confirmation is complete. Box Tops for Education and associated words and designs are trademarks of General Mills, used with permission.

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EXHIBIT C

DECLARATION OF TORY E. GRIFFIN

EXHIBIT C



NO PURCHASE IS NECESSARY TO PLAY OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING. INTERNET ACCESS AND A VALID EMAIL ADDRESS REQUIRED TO PLAY ONLINE. EACH WINNER (AND ANY MINOR WINNER'S PARENT OR LEGAL GUARDIAN FOR HIMSELF OR HERSELF AND ON BEHALF OF THE MINOR) MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTATION, SUCH AS A RELEASE, AS MORE FULLY DETAILED BELOW.

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. AS MORE FULLY DETAILED BELOW, YOU AGREE THAT ALL DISPUTES ASSOCIATED WITH THE GAME (DEFINED BELOW) WILL BE DECIDED BY BINDING ARBITRATION (SEE RULE 15).

- 1. PROMOTION DESCRIPTION.** The "2012 MONOPOLY Game at McDonald's" consists of an online pre-promotion \$20,000 Sweepstakes ("\$20,000 Pre-Promotion Sweepstakes") that begins at 12:00:00 a.m. on September 18, 2012 and ends at 11:59:59 p.m. on September 24, 2012; an in-store game ("In-Store Game") that begins at 12:00:00 a.m. on September 25, 2012 and ends at 11:59:59 p.m. on October 22, 2012 ("In-Store Game Play Period"); and an online Game ("Online Game") that begins at 12:00:00 a.m. on September 25, 2012 and ends at 11:59:59 p.m. on November 3, 2012 ("Online Game Play Period") including online sweepstakes ("Online Sweepstakes") and a grand prize Sweepstakes ("Grand Prize Sweepstakes"). The \$20,000 Pre-Promotion Sweepstakes, the Online Game, the Online Sweepstakes and Grand Prize Sweepstakes are available in the fifty (50) United States, District of Columbia ("DC") and Puerto Rico (collectively the "U.S."). The In-Store Game is available at participating McDonald's restaurants in the fifty (50) United States, DC, Puerto Rico, Guam and Saipan (collectively with the U.S., the "U.S. Territory") and Canada (collectively with the U.S. Territory, the "Territory"). Void where prohibited. The \$20,000 Pre-Promotion Sweepstakes, the In-Store Game and the Online Game including the Online Sweepstakes and Grand Prize Sweepstakes (collectively referred to as the "Game" or "Games") are governed by these Official Rules.

The "Game Computer" is the official timekeeping device for the Game. Except as otherwise stated, all times shall be United States Eastern Daylight Savings Time ("ET"). A day is the 24-hour period beginning at 12:00:00 a.m. and ending the following 11:59:59 p.m. (a "Day").

2. WHO IS ELIGIBLE TO PLAY/TO WIN.

- A. Eligibility:** The In-Store Game is open only to residents of the Territory. The Online \$20,000 Pre-Promotion Sweepstakes (see Rule 4B) and the Online Game (see Rule 4D) including the Online Sweepstakes (see Rule 4E) are open only to residents of the U.S. who are thirteen (13) years of age or older on the Day of Online Registration (see Rule 4A). Persons in any of the following categories are NOT eligible to participate in the

Game: any person who on or after April 1, 2012 (a) was or is a McDonald's restaurant franchise owner, or a director, officer, employee, agent, or independent contractor of a McDonald's franchise restaurant; (b) was or is a director, officer, employee, agent, or independent contractor of Arcos Dorados Puerto Rico, Inc. or McDonald's USA, LLC (collectively the "Sponsor"), its parent companies, subsidiaries, affiliated companies or service agencies; (c) employees, directors, or officers of any entity engaged in the development, production or distribution of Game materials or of any entities retained by Sponsor to assist in any way with the administration or advertisement of the Game; (d) directors, members, managers and officers of any "Prize Partner", or a Prize Partner's parent companies, subsidiaries, or affiliated companies (specifically, Chrysler Group LLC ("FIAT®"), The Coca-Cola Company ("My Coke Rewards®"), Sandals Resorts International, represented worldwide by Unique Vacations, Ltd., worldwide representatives of Beaches® Resorts ("Beaches® Resorts"), Electronic Arts Inc. ("EA SPORTS™"), Hewlett-Packard Company, doing business as Snapfish by HP ("Snapfish®"), Redbox Automated Retail, LLC ("Redbox®" or "Redbox"), SpaFinder, Inc. ("SpaWish®"), Delta Vacations, the property of MLT Inc., a wholly owned subsidiary of Delta Air Lines ("Delta Vacations"); Fathead LLC. ("Fathead®"), National Hockey League, its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V. and NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities, collectively, the "NHL®"), United States Soccer Federation ("U.S. Soccer"), Discover Products Inc. ("Discover®"), Hasbro; and (e) persons who are immediate family members (defined as spouse, IRS-dependent, or biological, foster, in-law, adoptive or step-mother, father, sister, brother, daughter or son) of, or who reside in the same household as, any person in any of the preceding categories. Employees of a Prize Partner (except as noted in (c) and (d) above), may participate in the Game but may not redeem any prize provided by their employer.

- B. Agreement To Official Rules:** The Game is conducted in Puerto Rico by Arcos Dorados Puerto Rico, Inc. and in the fifty (50) United States, DC, Guam and Saipan by McDonald's USA, LLC, and each person who plays the Game (each a "Participant"), and his or her parent or legal guardian if the Participant is an eligible Minor (see Rule 3D), unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding with respect to all aspects of the Game in the U.S. Territory. In Canada, the Game is conducted by McDonald's Restaurants of Canada Limited, and persons who participate in the Game in McDonald's Restaurants of Canada must accept and agree to comply with and abide by the Canadian Official Rules and the decisions of McDonald's Restaurants of Canada Limited available at participating McDonald's restaurants in Canada and Online at www.PlayatMcD.ca, the official Canadian Online website.
- C. To Be Eligible To Win:** Winning any prize requires that the potential winner of the prize is, and remains, in compliance with these Official Rules. Until a potential winner is verified to be eligible and in compliance with these Official Rules, the potential winner is, and will remain, a potential prize winner, unless the potential winner is disqualified for not complying with the Official Rules and/or not being eligible to participate in the Game. (see Rule 10, "Verification".) Sponsor reserves the right in its sole discretion to disqualify any potential winner whom Sponsor determines is not permitted by law to

receive a prize. Sponsor reserves the right to refrain from conducting any advertising or publicly associated with a winner for any reason.

- D. **Participants with Disabilities:** If you have a disability that you believe prevents you from participating in the Game, or need assistance in redeeming a prize, contact (866) 375-0638 for assistance.

3. **HOW TO OBTAIN A GAME BOARD AND GAME PIECE AND FREE CODE.** Obtain an Official game board ("Game Board"), while supplies last, at: (a) participating McDonald's restaurants; or (b) Online at www.PlayatMcD.com ("Official Website"). A Game Board provides helpful information to play the Game, but is not necessary to participate in the Game. The amount of Game Boards available per participating McDonald's restaurant at Puerto Rico is (3,000) three thousand, while supplies last. Official MONOPOLY Game pieces (each, a "Game Piece") consist of two (2) MONOPOLY Game stamps (each a "Game Stamp") and each Game Stamp (except Instant Win Game Stamps) has a unique alphanumeric 11-digit code ("Game Code") to play the Online Game. Game Pieces can be obtained as follows, while supplies last: With Purchase as detailed in Rule 3A, and Without Purchase as detailed in Rule 3B. FREE Codes can be obtained as detailed in Rule 3C. The details for obtaining Game Pieces with Purchase and Without Purchase, and for obtaining FREE Codes, are the only legitimate channels ("Legitimate Channels") for obtaining them. The purchase, sale, trading, or barter of Game Pieces, Game Stamps, FREE Codes or Game Codes via Online or live auctions, or any other methods, does not constitute Legitimate Channels and is expressly prohibited.

- A. **With Purchase:** Get a Game Piece contained on specially marked packaging by visiting a participating McDonald's restaurant in the U.S. Territory and purchasing one of the following food items (where available): medium Fountain Drinks (21 oz.); medium (16 oz.) and large (22 oz.) McCafé Iced and blended beverages including large (32 oz.) Iced Coffee served in a clear cup (Large McCafé® Iced Coffee is not available in Puerto Rico. Medium (21 oz.) orange juice is available in Puerto Rico; Hash Browns; Big Mac® sandwich; 10-piece Chicken McNuggets®; Egg McMuffin® and Sausage McMuffin® with Egg sandwiches (excludes Sausage McMuffin sandwich); Oatmeal (not available in Puerto Rico) and Filet-O-Fish® sandwich. Individuals who purchase specially marked packaging of 20-piece Chicken McNuggets or Large Fries will receive two (2) Game Pieces. Puerto Rico participants will receive two (2) packaging of ten (10) McNuggets. Some items may not be available at all participating McDonald's restaurants and as the Game progresses, some participating McDonald's restaurants may run out of some forms of specially marked packaging with Game Pieces before others. When a McDonald's restaurant runs out of specially marked packaging with Game Pieces, that specially marked packaging may not be resupplied.

Participating McDonald's restaurants in Puerto Rico are: 65 Infantería, 65 Xtra, Aeropuerto^, Albonito, Barceloneta, Barranquitas, Bayamón Hato Tejas, Bayamón Magnolia, Bayamón Oeste^, Bayamón Rexville, Buena Vista, Caguas Degetau, Caguas Progreso, Caguas Las Catalinas, Calle Loíza, Campo Rico^, Canóyanas, Carolina Shopping Court, Ciales, Corozal, Coamo, Dorado, Toa Baja, Fajardo, Guánica, Guayanilla, Hospital Hima^, Juana Díaz, Lajas, Las Cumbres, Levittown^, Luquillo, Manatí, Mayagüez El Marí, Montehiedra, Morovis, Naranjito, Plaza Las Américas, Plaza Olmedo, Piazoleta Cantón^, Ponce By Pass, Ponce Las Américas, Ponce

Palace, Ponce Rambla, Caguas Rio Cañas, Rio Grande, Sabana Grande, San Agustín, San Germán, Toa Alta*, Trujillo Alto, Villalba, Walmart Carolina*, Walmart Ponce*, Walmart Super Center Ponce*, Walmart Super Center Caguas*, Yauco, Ralph's Bairoa, Aguada*, Aguadilla*, Añasco*, Arecibo Plaza Atlántico*, Arecibo Pueblo*, Quebradillas*, Moca*, Isabela*, Hatillo*, San Sebastián*, Arecibo Barrio Santana*, Utuado*, Camuy*, Mayaguez Mall*, Mayaguez Terrace** y Cabo Rojo**.

*Restaurants in Puerto Rico where Shakes are available.

**Restaurants in Puerto Rico where McCafé blended beverages are not available.

The amount of specially marked packaging available per participating restaurant at Puerto Rico while supplies last are: one thousand (1,000) Large Fries cartons; one thousand three hundred and twenty (1,320) 21 oz. cups; five hundred and sixty (560) medium clear cups; four hundred and forty (440) large clear cups; seven hundred and fifty (750) hash brown bags; six hundred (600) McMuffin wraps; six hundred and fifty seven (657) McNuggets (10) ten pieces cartons; six hundred and sixty (660) Big Mac cartons and three hundred and sixty (360) Filet-O-Fish cartons.

- B. **Without Purchase (alternate method of entry "AMOE"):** A Participant can request a Game Piece without buying a food item at a participating McDonald's restaurant by mailing a legibly handwritten, self-addressed, stamped envelope ("SASE") with sufficient postage and a return address, including first and last name, street address, city, state, and ZIP or postal code to: 2012 MONOPOLY Game at McDonald's Game Piece Request, P.O. Box 49121, Strongsville, OH 44149-0121. **DO NOT SEND ANY WINNING GAME STAMPS, COMMENTS OR QUESTIONS TO THIS ADDRESS.** Two (2) Game Pieces (a total of four (4) Game Stamps) will be mailed in response to each mail-in request that complies with the requirements of these Official Rules, while supplies last. Mail-in requests, including both outer envelope and SASE, must be handwritten. Outer envelope must include a return address in the upper left hand corner that matches the requestor's street address, and must be postmarked no sooner than September 18, 2012, and must be postmarked no later than October 22, 2012, and received by Sponsor no later than October 26, 2012. If the In-Store Game runs long, these dates are subject to a corresponding extension. Requests from Vermont ("VT") residents that are postmarked in VT may omit return postage. Requests from VT residents that are postmarked outside of VT and omit return postage may be required to provide proof of VT residency to Sponsor's reasonable satisfaction before requests are fulfilled. Each request must be mailed in a separate stamped outer mailing envelope. Requests that are sent in business reply envelopes that utilize address labels or stickers (for any address), that are photocopied, hand-stamped, computer-generated or otherwise mechanically or digitally produced or reproduced, that are not mailed in separate outer stamped mailing envelopes, or that otherwise fail to comply with these Official Rules will NOT be honored, acknowledged or returned, and the persons submitting such requests will forfeit any corresponding postage and unused envelopes.
- C. **FREE Codes through Links Contained in Various Game Communications:** A free code (each a "FREE Code") can be obtained (a) on the Official Website; and (b) in various Game communications. The FREE Code "GOPLAYATMCD" is the only FREE Code that can be used to participate in the \$20,000 Pre-Promotion Sweepstakes. During the Online Game Play Period, a

FREE Code allows a Participant to register for the Game and receive one (1) virtual house which provides an Online Participant with one (1) Sweepstakes entry, but not an Online Game Play. Once a FREE Code is used by an Online Participant, it will not be available for that Online Participant's use for the remainder of the Online Game Play Period. A FREE Code is not valid for an Online Game Play and can only be used once per eligible person. FREE Codes, or links to FREE Codes, may be included in Game communications authorized by the Sponsor that may appear or be sent from time to time, such as a FREE Code in a communication from a Prize Partner, but any FREE Code will only be available to any Online Participant to receive one (1) Sweepstakes entry, but not an Online Game Play.

- D. **Transfers:** The transfer of Game Stamps by an ineligible person to an eligible person is strictly prohibited, except as follows: (a) a Participant who is under the age of thirteen (13) can transfer Game Stamps obtained In-Store or by AMOE to an eligible parent/legal guardian for the purpose of playing the Game Code Online; (b) a Participant who has not reached the age of majority in his/her state/territory of residence ("Minor") must transfer Game Stamps to his/her parent/legal guardian to redeem a prize; (c) if a Participant (who is not a Minor) does not have immediate Internet access, the Participant may: (i) choose to inquire in his/her locality about where and how that access can be obtained (e.g., a public library); or (ii) ask a trusted person with Internet access and a valid email address who is at least thirteen (13) or older to play or redeem the potential winning Game Stamp(s) on Participant's behalf. Such person must provide the Participant's name and address information for the prize claim. The prize will then be sent to the Participant at the address provided during the prize claim process. Neither Sponsor, Prize Partners nor any other person or entity shall be liable or responsible for any mis-redemption due in whole or in part to any prize redemption permitted hereunder. Potential winners may not transfer their prize or their Game Stamp(s) unless authorized in writing by Sponsor prior to transfer. Such authorization may be granted or withheld in Sponsor's sole discretion. Requests for transfer must be in writing and must be included in the redemption envelope with the potential Instant Win Game Stamp, Collect & Win Game Stamps or other Prize Claim Documents subject to verification as applicable.

4. HOW TO PLAY.

- A. **Online Game Registration Information:** To participate in the \$20,000 Pre-Promotion Sweepstakes, the Online Game, the Online Sweepstakes and Grand Prize Sweepstakes, an individual who is a U.S. resident and thirteen (13) years of age or older must first complete Online registration ("Online Registration").
- i. To register simply access www.PlayatMcD.com, the Official Website, by using a computer or by using the browser of an Internet-enabled phone, smartphone, tablet or pad (collectively "Mobile Device(s)"). For Mobile Device use, Message & Data Rates May Apply. Puerto Rico Participants can also access the link to the Official Website at www.mcdonalds.com.pr.
 - ii. **Registration Codes:** When registering for the \$20,000 Pre-Promotion Sweepstakes, enter FREE Code "GOPLAYATMCD". When registering for the Online Game, enter any Game Code or FREE Code. A Game Code must be typed into the Code input field exactly as it appears

or it will not be accepted.

- iii. **Online Registration Information:** Complete the required Online Registration form fields: first and last name, personal email address, confirmation of the email address, create a password and confirm it, date of birth, telephone, complete street address including city, state and ZIP code, which must be current in all respects. To complete Online Registration, you must confirm that you have read and agree to the Official Rules and that you meet the eligibility requirements by clicking on the box. If you would like to receive communications from the Sponsor, check the box. (Whether or not you request communications will have no effect on your ability to play or win.) To complete Online Registration, enter the alphanumeric security verification code shown. If you do not comply, your Online Registration will not be accepted and you cannot participate in the Online Game, \$20,000 Pre-Promotion Sweepstakes, Online Sweepstakes or Grand Prize Sweepstakes. Once you click on "Register" and your Online Registration information is received and recorded by the Game Computer you will become a registered Online Participant ("Online Participant"). You will receive an email that confirms you are a registered Online Participant. NOTE: The address you provide in Online Registration (or in a prize claim) is the address to which the prize(s), if won, will be delivered. If a prize is returned as unclaimed or undeliverable to any potential winner, that prize will be forfeited, except Sweepstakes prizes which will be awarded to an alternate winner.
- iv. **Online Registration Privacy:** Information collected in connection with this Game may be shared with Sponsor's Prize Partners to the extent necessary to fulfill prizes. Each Prize Partner has its own Online privacy policy that differs from the privacy policy applicable to the Official Website. Sponsor encourages Online Participants to review the privacy policy of any other website they may visit. Except as otherwise contemplated in these Official Rules, information collected by Sponsor in connection with the Game will be used by Sponsor in accordance with the Online privacy policy posted on the Official Website. By participating in this Game, you are providing your information to Sponsor, not to Facebook or Twitter. This Game is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.
- v. **Online Registration Security:** Once registered, simply enter your email address and password each time you return to the Official Website to participate. An Online Participant is solely responsible for the security of his/her email address and password and should take precautions to keep the password private to prevent unauthorized use. Neither Sponsor nor any other person or entity will be responsible for any losses, damages or consequences an Online Participant may suffer due to careless or unauthorized use of a password. Further, an account page ("My Account") will be created for each Online Participant. My Account will contain information about an Online Participant's Online Game Plays, for example, but not limited to, the Game Codes that have been played and the prizes for which an Online Participant is a potential winner. An Online Participant can access his/her My Account by clicking on the sign in link on the Official Website landing page and inputting

his/her email address and password. While reasonable efforts will be made to record, maintain and keep current the information in an Online Participant's My Account, due to technical or other errors or failures, the information may not always be current and accurate and Sponsor will not assume responsibility or liability for any such information.

vi. **Online Registration Limit:** There is a limit of one (1) Online Registration per Online Participant. Any Online Participant who attempts to secure more than one (1) Online Registration by using different names, addresses, email addresses or Mobile Device phone numbers, or uses any device or artifice to circumvent these Official Rules will be disqualified and ALL of their 2012 Online Game Plays including potential and winning plays will be forfeited and any such person, without notification, may be prevented from playing the Game and/or winning prizes.

B. **\$20,000 Pre-Promotion Sweepstakes:** Available in the U.S., the \$20,000 Pre-Promotion Sweepstakes is available at the Official Website and begins at 12:00:00 a.m. on September 18, 2012 and ends at 11:59:59 p.m. on September 24, 2012 ("Pre-Promotion Entry Period"). To participate in this \$20,000 Pre-Promotion Sweepstakes you must register to be an Online Participant (see Rule 4A). When the FREE Code "GOPLAYATMCD" and your Online Registration information are received and recorded by the Game Computer you will receive one (1) entry into the \$20,000 Pre-Promotion Sweepstakes. Limit one (1) \$20,000 Pre-Promotion Sweepstakes entry per Online Participant. If any Online Participant exceeds the stated limit, it will result in disqualification of that Online Participant and invalidate all of his/her entries. One (1) potential winner will be selected in a random drawing on or about October 1, 2012, conducted by an independent organization from among all eligible entries. Potential winner will be contacted by telephone and/or email and/or a traceable method of mail within two (2) business Days after the drawing and potential winner will be required to complete and return all required Prize Claim Documents (see Rule 8E) within five (5) business Days or said potential winner will be disqualified, forfeit the prize and an alternate winner will be selected. The verified winner will receive a check for twenty thousand dollars (\$20,000). The odds of winning depend on the number of eligible entries received.

C. **In-Store Game:** Obtain a Game Piece and carefully peel each Game Stamp from its backing or from the specially marked packaging (see Rule 3A) to which it is affixed to determine if it is an "Instant Win Game Stamp" (see Rule 4C), below) or part of a potential Winning Combination (see Rule 5C).

i. **Instant Win:** If a Game Stamp reveals a prize identified in these Official Rules (see Rule 5B) as an Instant Win prize (each an "Instant Win Game Stamp"), then the Participant when verified is the winner of that prize.

ii. **Collect & Win:** If a Game Stamp reveals a MONOPOLY property (each, a "Collect & Win Game Stamp"), Participant must collect and combine all of the original Collect & Win Game Stamps of the same property set necessary to form a winning combination ("Winning Combination"). The property name and stamp number of the Collect & Win Game Stamps that must be collected in order to form a Winning Combination can be found on the

Game Board, on individual Collect & Win Game Stamps and in Rule 5C. If a Participant collects a Winning Combination, such Participant when verified is the winner of the corresponding prize. Sponsor will not honor and is not responsible for Game Stamp combinations that are incomplete or are copies of any Game Stamps.

- D. **Online Game:** Available only in the fifty (50) United States, D.C. and Puerto Rico. A Participant will need internet access, a valid email address and a valid Game Code to play the Online Game at the Official Website www.PlayatMcD.com. Each MONOPOLY Collect & Win Game Stamp and Food prize Game Stamp contains the Online Game URL (www.PlayatMcD.com) with a unique Game Code that is valid for one (1) Online Game Play. Note: codes found on Instant Win Game Stamps (except those Game Codes found on Food prize Game Stamps) are for prize claims, and are not valid for Online Game Play or Online Sweepstakes entry at the Official Website. Online Participants must first register (see Rule 4A). If a Participant is already registered, he/she need only enter a valid Game Code, email address and password each time he/she returns to the Official Website to receive one (1) Online Game play ("Online Game Play"). To play for the chance to win an Online prize, click on "SPIN". If the spin results in you landing on "GO!", you will be the potential instant winner (pending verification) of the prize pictured on "GO!" and you will receive a prize email (sent to the email address you provided in your Online Registration information) with instructions to claim the prize. The email message will also be available in a Participant's My Account. To continue, press "CONTINUE" to receive a Sweepstakes entry (virtual house) as described in Rule 4E below. To return to playing the Online Game, an Online Participant must enter another valid Game Code.

Note: If there is a power or a computer-related interruption after a user is logged in and a Game Code has been entered and submitted and the applicable Online Participant has logged into the Official Website, but before a "SPIN" is submitted, it is possible that the Game Code may not be lost. When power is restored or the interruption corrected, sign into the Official Website and try to enter the Game Code to determine if the Game Code was accepted by the Game Computer before the interruption occurred. If the Game Code was accepted by the Game Computer, then proceed to play the Online Game by clicking on "SPIN" and receive one (1) Online Game Play. If it was not accepted, an on-screen message will indicate that the Game Code is null and void and cannot be used in the Online Game. Sponsor is not responsible for any Game Codes lost due to power or computer-related interruption of an Online Game Play.

- E. **Online Sweepstakes:** Each valid Game Code (or FREE Code) will provide you with one (1) virtual house that you can use for one (1) Online Sweepstakes entry into one (1) of three (3) Online Sweepstakes prize drawings of your choice, each for a different prize: \$10,000 Cash; A Beaches® Resorts Luxury Included® Family Vacation for two (2) adults and two (2) children 15 years or younger plus \$2,500 spending money, ARV: \$10,000; or a trip for a family of four (4) to a Men's National Team World Cup Qualifying match and \$5,000 spending money, ARV: \$10,000. To select one (1) prize drawing, click on the prize icon. A message will provide the Online Participant with the opportunity to either confirm the selection by clicking "yes", or change the selection by clicking "no". To select a different prize drawing, click on "no" then click on the icon for the prize drawing where you would like to be entered. Click on

"yes" to confirm the selection. Should the Online Participant not select a prize drawing, the entry will be submitted into the prize drawing for the \$10,000 cash prize. Once a selection is confirmed, the Online Participant cannot change the selection. When an Online Participant has accumulated four (4) virtual houses, that Online Participant will receive a virtual hotel (Grand Prize Sweepstakes entry) in his/her My Account. Each virtual hotel represents one (1) entry into the Grand Prize Sweepstakes for the chance to win a 2013 FIAT® 500 Sport Hatchback, MSRP: \$18,500. A total of all of an Online Participant's entries into each drawing can be found in an Online Participant's My Account.

You can share the FREE Code "CODEFORMORE" with your friends if you click below. "CODEFORMORE" is valid for one (1) time use to enter one (1) of the three (3) Online Sweepstakes. This FREE Code is not valid for an Online Game Play and can only be used one (1) time per Participant.

On or about November 9, 2012, one (1) potential winner for each of three (3) Online Sweepstakes prizes and one (1) Grand Prize Sweepstakes prize will be selected in separate random prize drawings conducted by an independent organization selected by Sponsor, from among all eligible entries received for each of the Sweepstakes prize drawings. Potential Winners will be contacted by telephone and/or email and/or a traceable method of mail within two (2) business Days after the drawing and potential winners will be sent Prize Claim Documents that must be completed and returned (see Rule BE) within five (5) business Days or said potential winner will be disqualified, forfeit the prize and an alternate winner will be selected (see Rule 9A). The odds of winning any Sweepstakes prize drawing depends on the number of eligible entries received for that prize drawing.

F. Online Game Play Conditions/Online Limitations: There is a limit of ten (10) Online Game Plays per Online Participant per Day. The ten (10) Online Game Play Game Code limit does not include the FREE Codes.

5. **IN-STORE GAME PRIZES.** In-Store Game Prizes/Odds/Details: The odds of winning a prize in the In-Store Game are approximately 1 in 4. Odds based on Game Pieces (each has 2 Game Stamps) mostly food prizes. Approximately 674,373,700 total Game Pieces are available for distribution in the Territory, of which approximately 72,283,529 are available in Canada. In the U.S. Territory there are approximately 602,090,171 Game Pieces available in the U.S. Territory. In the U.S. Territory there are approximately 137,971,112 food prizes ("Food prizes") (see Rule 5A) and 12,929,622 Instant Win prizes (see Rule 5B) available. The odds of winning a Collect & Win prize (see Rule 5C) are based upon obtaining the complete Winning Combination. The number of Game Pieces and prizes available at the beginning of the Game will decrease as the Game is played, Game Pieces are distributed and prizes are awarded.

A. Food Prizes: Approximate retail values ("ARV") for McDonald's Food prizes available in the U.S. Territory are based on Sponsor's average menu board prices as of July 2012: Medium Fries, ARV: \$1.68, Odds 1:9; Quarter Pounder® with Cheese sandwich, ARV: \$3.44, Odds 1:44; Small McCafé® Frappé or Small Smoothie, ARV: \$2.35, Odds 1:44; Regular McFlurry® or Fruit 'N Yogurt Parfait, ARV: \$1.68, Odds 1:44; any Breakfast Sandwich (excluding McMuffin®), ARV: \$2.59, Odds 1:22. The odds of winning a Food prize are approximately 1 in 4.4. The Small McCafé Frappé or Smoothie prize will be replaced by

a Regular McFlurry for Puerto Rico winners where the McCafé Blended Beverages are not available.

B. In-Store – Instant Win Prizes:

- i. **Redbox® One (1) Night Standard Definition DVD Rental** (redeemable at kiosk only). Four Million Five Hundred Thousand (4,500,000) prizes available in the U.S. Territory (Guam/Saipan winners receive a "G" movie selected by Redbox by mail). ARV: \$1.20. The approximate odds of winning a prize are 1 in 134.
- ii. **My Coke Rewards® ("MCR") 40-Points Bundles**. Four Million (4,000,000) prizes available in the U.S. Territory (Guam/Saipan/Puerto Rico winners will receive a (21oz) medium Coca-Cola beverage redeemable at a participating McDonald's restaurant). ARV: \$1.79. The approximate odds of winning a prize are 1 in 151.
- iii. **Snapfish® Two (2) 5"x7" Digital Photo Prints**. Three Million Eight Hundred Thousand (3,800,000) prizes available in the U.S. Territory (Guam/Saipan winners will receive a \$3 Arch Card®). ARV: \$2.57. The approximate odds of winning a prize are 1 in 159.
- iv. **Ten Dollar (\$10) Arch Card**. Six Thousand (6,000) prizes available in the Territory. ARV: \$10. The approximate odds of winning a prize are 1 in 112,396. (Puerto Rico winners will receive a check for \$10 and Canada winners will receive a \$10 McDonald's Card.)
- v. **SpaWish® Twenty Dollar (\$20) Gift Certificate**. Ten Thousand (10,000) prizes available in the Territory. ARV: \$20. (Guam/Saipan and Puerto Rico winners will receive a check for \$20.) The approximate odds of winning a prize are 1 in 67,438.
- vi. **Twenty Five Dollar (\$25) Arch Card**. Three Thousand (3,000) prizes available in the Territory. ARV: \$25. (Puerto Rico winners will receive a check for \$25 and Canada winners will receive a \$25 McDonald's Card.) The approximate odds of winning a prize are 1 in 224,792.
- vii. **Hasbro® MONOPOLY® Millionaire Board Game**. Nine Thousand (9,000) prizes available in the Territory. ARV: \$20. The approximate odds of winning a prize are 1 in 74,931.
- viii. **Fifty Dollars (\$50)**. Five Thousand (5,000) prizes available in the Territory. ARV: \$50. The approximate odds of winning a prize are 1 in 134,875.
- ix. **EA SPORTS Video Game**. Fifteen Thousand One Hundred Sixty Nine (15,169) prizes available in the Territory. ARV: \$60. The approximate odds of winning a prize are 1 in 44,458.
- x. **Five Hundred Dollars (\$500)**. Seven Hundred (700) prizes available in the Territory. ARV: \$500. The approximate odds of winning a prize are 1 in 963,391.
- xi. **NHL® All-Star Weekend Trip**. One (1) prize available in the U.S. Territory. (Guam/Saipan/Puerto Rico winner will receive a \$2,000 check.) ARV: \$2,000. The approximate odds of winning a prize are 1 in 674,373,700.

- xii. EA SPORTS™ Ultimate Game Room. Ten (10) prizes available in the Territory. ARV: \$3,800. The approximate odds of winning a prize are 1 in 67,437,370.
- xiii. Five Thousand Dollars (\$5,000). Twenty Five (25) prizes available in the Territory. ARV: \$5,000. The approximate odds of winning a prize are 1 in 26,974,948.
- xiv. Ten Thousand Dollars (\$10,000). Twenty (20) prizes available in the Territory. ARV: \$10,000. The approximate odds of winning a prize are 1 in 33,718,685.
- xv. Ultimate U.S. Soccer Family Trip. One (1) prize available in the U.S. Territory. ARV: \$20,000. The approximate odds of winning a prize are 1 in 674,373,700.
- xvi. Twenty Thousand Dollars (\$20,000). Twenty (20) prizes available in the Territory. ARV: \$20,000. The approximate odds of winning a prize are 1 in 33,718,685.
- xvii. EA SPORTS Lifetime of Games. Four (4) prizes available in the Territory. ARV: \$24,000. The approximate odds of winning a prize are 1 in 168,593,425.
- xviii. One Hundred Thousand Dollars (\$100,000). Four (4) prizes available in the Territory. ARV: \$100,000. The approximate odds of winning a prize are 1 in 168,593,425.

C. Collect & Win Prizes

- i. Collect Mediterranean Avenue (#925) and Baltic Avenue (#926) to win a prize of Fifty Dollars (\$50). Eight Thousand Five Hundred (8,500) prizes available in the Territory. The approximate odds of collecting the Winning Combination (Baltic Avenue & Mediterranean Avenue) are 1 in 402,602.
- ii. Collect Oriental Avenue (#927), Vermont Avenue (#928), and Connecticut Avenue (#929) to win a prize of Five Thousand Dollars (\$5,000). Twenty (20) prizes available in the Territory. The approximate odds of collecting the Winning Combination (Oriental Avenue, Vermont Avenue and Connecticut Avenue) are 1 in 578,695,060.
- iii. Collect St. Charles Place (#930), States Avenue (#931), and Virginia Avenue (#932) to win a prize of a Beaches® Resorts—The Luxury Included® Family Vacation. Two Hundred Fifty (250) prizes available in the Territory. ARV: \$7,500. The approximate odds of collecting the Winning Combination (St. Charles Place, States Avenue and Virginia Avenue) are 1 in 12,953,122.
- iv. Collect St. James Place (#933), Tennessee Avenue (#934), and New York Avenue (#935) to win a Prize of Ten Thousand Dollars (\$10,000). Twenty (20) prizes available in the Territory. The approximate odds of collecting the Winning Combination (St. James Place, Tennessee Avenue and New York Avenue) are 1 in 518,330,833.
- v. Collect Kentucky Avenue (#936), Indiana Avenue (#937), and Illinois Avenue (#938) to win a prize of a Delta Vacations Trip to Any Delta Vacations Destination

Twenty (20) prizes available in the Territory. ARV: \$10,000. The approximate odds of collecting the Winning Combination (Illinois Avenue, Indiana Avenue and Kentucky Avenue) are 1 in 161,914,024.

- vi. Collect Atlantic Avenue (#939), Ventnor Avenue (#940), and Marvin Gardens (#941) to win a prize of Twenty Thousand Dollars (\$20,000). Twenty (20) prizes available in the Territory. ARV: \$20,000. The approximate odds of collecting the Winning Combination (Atlantic Avenue, Ventnor Avenue and Marvin Gardens) are 1 in 499,516,192.
- vii. Collect Pacific Avenue (#942), North Carolina Avenue (#943) and Pennsylvania Avenue (#944) to win a prize of a 2013 Fiat® 500 Sport Hatchback. Twenty (20) prizes available in the Territory. MSRP: \$18,500. (Guam and Saipan winners will receive a check for the value of the prize in lieu of the vehicle.) The approximate odds of collecting the Winning Combination (Pacific Avenue, North Carolina Avenue and Pennsylvania Avenue) are 1 in 158,948,243.
- viii. Collect Park Place (#945) and Boardwalk (#946) to win a prize of One Million Dollars (\$1,000,000*). Two (2) prizes are available in the Territory (*payable \$50,000/yr. for 20 yrs. no interest). The approximate odds of collecting the Winning Combination (Park Place and Boardwalk) are 1 in 306,939,484.
- ix. Collect Reading Railroad (#947), Pennsylvania Railroad (#948), B&O Railroad (#949), and Short Line (#950) to win a prize of an EA SPORTS™ Fan Trip Championship Get-A-Way in the U.S. Twenty (20) prizes available in the Territory. ARV: \$7,000. The approximate odds of collecting the Winning Combination (Reading Railroad, Pennsylvania Railroad, B&O Railroad and Short Line) are 1 in 539,566,072.

NOTE: Winners of a cash prize will receive a check for the amount of the prize. See Rule 8 for prize descriptions and prize claim details.

6. **ONLINE GAME - PRIZES/ODDS/DETAILS.** The Online Game is available in the U.S. only. Prizes in the Online Game are randomly seeded and available to be won at designated winning times ("Winning Times") throughout the Online Game Play Period based on projected traffic patterns. As a result, more of some prizes are allocated to the Game at times when Online Participant activity is expected to be the highest. The time that an Online Participant clicks "SPIN" will determine whether that Online Participant is a potential winner of a Prize. The first Online Participant to click "SPIN" that is received and recorded by the Game Computer on or after a randomly designated Winning Time is the potential winner of the prize randomly designated to be won at that Winning Time. If no Online Game Play is received by the Game Computer at the designated Winning Time, the prize will remain available until it is awarded; however, if the Winning Time occurs for another higher value prize before the submission of the next Online Game Play, the Online Participant who submits that next Online Game Play will be the potential winner of the "higher" value prize and the remaining prize will remain available until the next valid Online Game Play is received and recorded by the Game Computer. The odds of winning any prize in the Online Game depend on the random Winning Time selected for that prize to be available to be won, and the time any Online Participant's Online Game Play is received and recorded by

the Game Computer.

A. Online Game Prizes:

- i. Redbox® One (1) Night Standard Definition DVD Rental (redeemable at www.redbox.com or via the official Redbox app only). Five Hundred Thousand (500,000) prizes available. ARV: \$1.20.
- ii. My Coke Rewards® ("MCR") 40-Points Bundle. Nine Hundred Thousand (900,000) prizes available. Puerto Rico winners will receive a (21oz) medium Coca-Cola product at a participating McDonald's restaurant. ARV: \$1.79.
- iii. EA SPORTS Ten Dollar (\$10) Origin.com Promotion Code. One Hundred Thousand (100,000) prizes available. ARV: \$10.
- iv. Fathead® \$14.99 Promotion Code. Five Hundred (500) prizes available. Puerto Rico winners will receive a check for the value of the prize. ARV: \$14.99.
- v. Shop.NHL.com Twenty Five Dollar (\$25) Gift Card. One Hundred Seventy Five (175) prizes available. ARV: \$25.
- vi. NHL® Officially Licensed Hat. One Hundred (100) prizes available. ARV: \$30.
- vii. My Coke Rewards® ("MCR") 1,000-Points Bundle. Forty Two (42) prizes available. Puerto Rico winners will receive a check for the ARV of the prize. ARV: \$40.
- viii. NHL® Officially Licensed T-Shirt. One Hundred (100) prizes available. ARV: \$35.
- ix. Fifty Dollars (\$50). Six Hundred (600) prizes available. ARV: \$50.
- x. SpaWish® One Hundred Dollar (\$100) Gift Certificate. Five Hundred (500) prizes available. Puerto Rico winners will receive a check for the value of the prize. ARV: \$100.
- xi. NHL® Authentic Jersey. Ten (10) prizes available. ARV: \$300.
- xii. Five Hundred Dollars (\$500). Twenty (20) prizes available. ARV: \$500.
- xiii. U.S. Soccer Family Trip. Four (4) prizes available. ARV: \$5,000.
- xiv. Beaches® Resorts—The Luxury Included® Family Vacation. Thirty (30) prizes available. ARV: \$7,500.
- xv. 2013 FIAT® 500 Sport Hatchback "Vehicle". Ten (10) prizes available. MSRP: \$18,500.

Note: Cash Prizes will be awarded in the form of a check. See Rule 8 for Prize descriptions.

B. Online Sweepstakes Prizes:

- i. Ten Thousand Dollars (\$10,000). One (1) prize available. ARV: \$10,000. Odds determined by number of entries received.

- ii. **Beaches® Resorts--The Luxury Included® Family Vacation** (found in Rule 8E Travel Prizes (i)) plus \$2,500 spending money. One (1) prize available. ARV: \$10,000. Odds determined by number of entries received.
- iii. **U.S. Soccer Family Trip** (found in Rule 8E Travel Prizes (iv)), plus \$5,000 spending money. One (1) prize available. ARV: \$10,000. Odds determined by number of entries received.

C. Grand Prize Sweepstakes Prize:

- i. **2013 FIAT® 500 Sport Hatchback "Vehicle"**. One (1) prize available. MSRP: \$18,500. Odds determined by number of entries received.

7. PRIZE CLAIM REQUIREMENTS.

- A. **Prize Claim Deadlines:** Food prizes must be claimed on or before November 5, 2012. Redbox prizes must be claimed on or before November 7, 2012. Snapfish and EA SPORTS Origin Store \$10 promotion codes must be claimed by December 31, 2012. My Coke Rewards Points must be claimed by November 19, 2012 and prize selected by November 30, 2012. All other prizes in the Game must be claimed by November 19, 2012. All Prize Claim Documents (see Rule 8E) must be completed in full and returned for receipt by the McDonald's Redemption Center no later than December 3, 2012. Receipt after that date will invalidate prize claim and cause the prize to be forfeited. For prize expiration dates, see Rule 8.
- B. **Prize Claim Limitations:** In-Store prize redemption may require access by computer. Some prize claims may not be possible via a Mobile Device. All prize claimants (except Food prize claimants) must be at least eighteen (18) years of age or the age of majority in his/her jurisdiction of residence.
- C. **Claiming an Online Prize:** Any prize in the Online Game can be claimed by following instructions in the prize email. A copy of every prize email will be stored in an Online Participant's My Account. By clicking on My Account, an Online Participant can view the email and redeem a prize by November 19, 2012 (or sooner if that prize deadline states an earlier deadline).
 - i. **Online Email and Other Notifications:** Sponsor is not responsible if an Online potential winner does not receive his or her redemption instructions or corresponding prize because an erroneous, fraudulent or bogus email address was provided in the potential winner's Online Registration Information or if the email is intercepted by SPAM or other email filters, is misdirected or not received for any reason. To help prevent an email message from being identified as SPAM, you may add Monopoly@PlayatMcD.com and support12@playatmcd.com to the safe sender list in your email application. See your email application help instructions for further information. This email will also be available for viewing in your My Account.
- D. **In-Store and Online Wins Using One Game Stamp:** Using a Game Code to play the Online Game makes it possible to win two (2) prizes using the SAME Game Stamp – for example, the SAME Game Stamp could (1) be part of a Winning Combination in the In-Store Game; and, (2) the Game Code could result in

an Online prize. If this occurs, the potential winner must submit the required prize claim and otherwise comply with these Official Rules for both prizes. If the Official Rules require the submission of a winning Game Stamp(s) for the claims, submit the original winning Game Stamp(s) for the In-Store prize and print the Game Code on the piece of paper that includes a potential winner's name and address. **BECAUSE CLAIMING EVERY IN-STORE GAME PRIZE MAY REQUIRE THE SURRENDER OF THE GAME STAMP(S) THAT REVEAL(S) THAT PRIZE, IF YOU WISH TO PLAY THE ONLINE GAME CODE ON THAT GAME STAMP(S) IN THE ONLINE GAME, YOU MUST PLAY THE ONLINE GAME CODE ON THAT GAME STAMP(S) BEFORE CLAIMING THE IN-STORE PRIZE.** Once a Game Stamp is surrendered, the Online Game Code on that Game Stamp cannot be returned to the Participant to be used for an Online Game Play and is deemed void. Playing an Online Game Code on a Game Stamp in the Online Game is the sole responsibility of the Online Participant. Sponsor will not be responsible for the surrender of a Game Stamp when the Online Game Code on that Game Stamp has not been played in the Online Game.

8. PRIZE DESCRIPTIONS/ CLAIM DETAILS/DEADLINES/RESTRICTIONS.

- A. **Food Prizes:** Food prizes may be redeemed at any participating McDonald's restaurant in the U.S. Territory on or before November 5, 2012, or the date which is fourteen (14) Days after the In-Store Game officially ends, whichever is later, and may be redeemed only during the hours the menu item is served and only on a future visit. Food prize Instant Win Game Stamps are subject to verification at a participating McDonald's restaurant and are not valid in combination with any other offer, discount, coupon or combo meal. Limit one (1) Food prize per eligible person per McDonald's restaurant visit. For the purposes of the Game, all visits to the same restaurant within a two-hour period are deemed to constitute a single visit. Instant Win Game Stamps must be presented for redemption before the food order is placed. Participating McDonald's restaurants reserve the right to substitute a menu item of equivalent or greater retail value for the Food prize specified if the Food prize specified is unavailable for any reason.
- B. **Claiming Prizes Directly with the Prize Partner:** EA SPORTS \$10 Origin Promotion Code, Snapfish Two (2) 5"x7" Digital Photo Prints, SpaWish Twenty Dollar (\$20) Gift Certificates, My Coke Rewards ("MCR") 40-Point bundles and Fathead \$14.99 Promotion Codes require Online redemption at Prize Partner's website by the deadline shown on a Participant's Instant Win Game Stamp or in the prize email that an Online Participant receives. In-Store Redbox One (1) Night Standard Definition DVD Rentals are claimed directly at any Redbox kiosk location in the U.S. by November 7, 2012 and Online Redbox 1-Night DVD Rentals must be used at the Redbox website by November 7, 2012. The Prize Partner prizes listed here will require the potential winner to provide the redemption code found on the Instant Win Game Stamp (or found in the email confirmation) directly at the Prize Partner's website (or for Redbox In-Store prizes, at any Redbox kiosk location in the U.S.) where the prize and any information submitted are also subject to the Prize Partner's privacy policies and terms of service (however characterized). Sponsor does not endorse any Prize Partner's privacy policies or terms of service. Winners must look solely to the Prize Partner for any warranty on a prize.

- i. EA SPORTS Ten Dollar (\$10) Origin.com Promotion

Code. A potential winner will receive an email that includes a promotion code, valid for \$10 at the Origin store, valid at www.origin.com/mcd. Once the promotion code is verified at www.origin.com/mcd a verified winner should make his/her selection, then go to "Checkout" and enter the promotion code in the "Promotion Code" field. Conditions and restrictions apply to EA SPORTS prizes/discounts and can be found at www.origin.com/mcd. Limit one (1) promotion code per selection. Selections are based on availability. Winners are responsible for the cost of any selection (including taxes, shipping & handling) that exceeds the value of the prize. Promotion code must be used by December 31, 2012.

- ii. **My Coke Rewards® ("MCR") 40-Points Bundle & 1,000-Points Bundle.** A potential In-Store winner of a (40) MCR Points bundle will receive a redemption code on the Instant Win Game Stamp that must be entered at www.mycokerewards.com by November 19, 2012. An Online potential winner of a forty (40) Points or a one thousand (1,000) MCR Points bundle will receive an email with the instructions to claim the prize. All redemption codes expire on November 30, 2012. A My Coke Rewards ("MCR") account (existing or new) at www.mycokerewards.com is necessary to redeem MCR Points for merchandise. When a redemption code is verified upon submission at www.mycokerewards.com, the winner can choose any item available for which winner has accumulated sufficient points for redemption. MCR Points valid only for use in MCR Program. Subject to My Coke Rewards Rules at www.mycokerewards.com. MCR 40-Points Bundle may be redeemed for (1) 21 oz. Coca-Cola product coupon valid at retail, ARV: \$1.79. Must be legal resident of the (50) US/DC 13+ to participate in the MCR program. Subject to terms and conditions. Points have no value outside the My Coke Rewards loyalty program and can only be redeemed for merchandise in the My Coke Rewards loyalty program. Valid in the US only. Guam, Saipan and Puerto Rico In-Store winners of a 40-Points MCR prize should bring their Instant Win Game Stamp to a participating McDonald's restaurant by November 19, 2012 to receive a Coca-Cola product. Puerto Rico winners of a 1,000 MCR Points bundle will receive a check for \$40. Puerto Rico winners of an Online 40-Points bundle should affix the Game Stamp with the Game Code that resulted in the prize to a print out of their prize win email and bring the print out (with Game Stamp affixed) to a participating McDonald's restaurant by November 19, 2012 to receive a (21 oz.) medium Coca-Cola product.
- iii. **Redbox® One (1) Night Standard Definition DVD Rental.** A potential winner will receive a promo code (on a Game Stamp or in a win email), valid for a verified winner to receive a 1-Night standard DVD rental or a discount worth the value of the standard DVD daily rental rate off the first night's daily rental fee for a Blu-ray Disc™ or video game. Promo code expires November 7, 2012. Limit 1 code per transaction, regardless of number of rentals. One time use of code only. In-Store Game winning promo codes are valid for use and redeemable only at a Redbox kiosk. Online Game winning promo codes are valid for use and redeemable only at www.redbox.com and via the official Redbox app. A valid Redbox.com user account is required to redeem an Online Game winning promo code.

Not redeemable for prior rentals. Your payment card (necessary for any rental) will be charged the excess daily rental fee for a Blu-ray Disc™ or video game and the full daily rental rate for any additional items, plus applicable tax (except for MD rental transactions for which additional tax is not charged) for the first night of rental, if applicable, and will be charged the fully daily rental fee for all items plus applicable tax (except for MD rental transactions) for each day you do not return your rental by 9:00pm local time (at kiosk) after first rental night. Void where prohibited by law. Code must not be copied, sold, or otherwise offered. Any other use constitutes fraud. Cannot be combined with other offers. Not redeemable for cash. Prize subject to terms at redbox.com/terms and redbox.com/rental terms. Guam, and Saipan winners will receive a "G" rated movie by mail, shipping and handling included. ARV: \$1.20.

- iv. **Snapfish® Two (2) 5"x7" Digital Photo Prints.** Each potential winner will receive a redemption code on the Instant Win Game Stamp that he/she must use at www.snapfish.com/mcd2012 by December 31, 2012. Once the code is verified, the winner can redeem the code for two free single image 5" x 7" prints – not a collage, from Snapfish by HP, including free standard shipping and handling. Winners should enter code in the promotional code field at checkout and credit will apply automatically. Additional prints will be charged at regular print prices. Not valid on licensed and/or themed borders and/or prints or on collage prints. The winner must use a Snapfish account to redeem the prize. Accounts are free to set up. Offers apply to mail-order purchases only and cannot be used for in-store pick up. Prize cannot be combined with coupon codes and is not redeemable for cash and cannot be replaced if lost or stolen. Prizes are subject to Snapfish terms and conditions which can be found at www.snapfish.com. Guam/Saipan winners will receive a \$3 Arch Card by mail. ARV: \$2.57.
- v. **Fathead® \$14.99 Promotion Code.** Each potential winner will receive an email with a promotion code, valid for \$14.99 off any Fathead product and free ground shipping, at www.fathead.com. Limit one (1) promotion code per transaction. There is no cash value to the promotion code and no change will be given if the entire value of the promotion code is not redeemed. Promotion codes cannot be applied to previous purchases, gift cards, or already discounted items. Promotion codes are not stackable. Promotion code prizes are valid in the United States only. Prize selection must take place within one year from promotion code issuance. Puerto Rico winners will receive a check for \$14.99.
- vi. **Shop.NHL.com Twenty Five Dollar (\$25) Gift Card.** ARV \$25. Each potential winner will receive instructions in an email to claim the prize. The gift card will be mailed to the verified winner, who must redeem the gift card at www.Shop.NHL.com. The prize cannot be used to purchase a gift certificate or gift card. You cannot use prize for an in-store purchase of an in-store gift certificate for an Online purchase. If the amount (\$25) does NOT cover the total order amount (including shipping and taxes), you will be responsible for any amount over \$25 with a valid credit card. If the amount of your gift card is for MORE than the total order amount,

the balance amount will be stored with your Shop.NHL.com account for your next purchase. You do not need to enter the gift card code again, the remaining amount will be deducted from your total at checkout. Gift cards are non-transferable, non-refundable and are not redeemable for cash. Lost or stolen gift cards cannot be replaced. Purchases paid for with gift cards will be charged applicable sales tax and duties. Prize is subject to terms and conditions at Shop.NHL.com. Prize must be claimed by November 19, 2012.

- C. **Cash Prizes:** The winner of a cash prize should follow the instructions in Rule 6D or Rule 8E based on the amount of the cash prize being claimed. Cash prizes will be awarded in the form of a check in the amount of the prize. A \$1,000,000 prize will be awarded as a \$50,000 check each year for twenty (20) years, without interest. All ARVs and dollar values in these Official Rules are stated in U.S. Dollars. Monetary prizes won in the U.S. Territory will be awarded as a check, pre-paid bank card or gift card, as applicable, in U.S. dollars. If a cash prize is won by a Canadian resident, the prize will be awarded in the form of a check in Canadian dollars. A prize is deemed won in the winner's country of residence. Residents of the U.S. Territory will be deemed to reside in the U.S. for purposes of determining prize currency.
- D. **Claiming Prizes with Values Less Than \$600 (except Partner Prizes in 8B): In-Store Prize:** A potential winner (or his/her parent or legal guardian if potential winner is an eligible Minor) must follow the instructions on the Game Stamp to begin the prize claim process. An In-Store potential winner may use the URL: www.iwonatmcd.com (the "Online Redemption Site") or, if provided, use the toll-free number which appears on the Game Stamp to obtain the information necessary to claim a prize. Retain the potential winning Game Stamp(s); you may need to submit the Game Stamp(s) with your claim. **Online Prize Claims:** A potential winner will receive an email with information and/or instructions that must be followed to claim the prize. For prizes that do not require Online claim, the Redemption Center will contact a winner by phone, mail or email and confirm shipment of a prize to a winner's home. Prizes ship in approximately 8-10 weeks from date of win. If verification results in forfeiture, you will not receive the prize. The following prizes will follow the process just described:

Gift Card/Certificate Prizes:

1. **Ten Dollar (\$10), Twenty Five Dollar (\$25) Arch Card®.** A potential winner must follow the instructions on the Game Stamp to claim the Arch Card prize. This card may be used only toward the purchase of McDonald's products at participating McDonald's restaurants in the U.S. Territory (except in Puerto Rico). This card does not expire and no dormancy fees will be charged. The value on this card may not be redeemed for cash, check or credit, unless required by law. Unused amounts may be used toward future purchases. This card is not a debit or credit card and has no implied warranties. Lost or stolen cards will be canceled and replaced only upon presentation of the original activation receipt or, if reloaded, the most recent reload receipt. This card may not be resold by any unlicensed vendor under penalty of law; unlawful resale or attempted resale is grounds for seizure and cancellation without compensation. Cards obtained through unauthorized channels will be

considered void. This card is issued by P2W Inc., NFP. Any Puerto Rico Arch Card winner will receive a check for the corresponding value of the gift card prize that he or she claims. Arch Card prizes must be claimed by November 19, 2012.

- ii. **SpaWish® Twenty Dollar (\$20) & One Hundred Dollar (\$100) Gift Certificate.** In-Store potential winners enter the redemption code found on the Game Stamp at www.spawish.com/mcd to claim a SpaWish \$20 Gift Certificate prize. Any online potential winner will receive a redemption code in the win email to claim the \$100 SpaWish gift Certificate prize at www.spawish.com/mcd. Any SpaWish Gift Certificate can be combined with additional SpaWish Gift Certificates for available services and products. No expiration date. Certificates are accepted at thousands of day spas and salons worldwide and at www.MySpaShop.com. The cost of and availability of services and products varies by location. Terms and conditions apply and are available at www.SpaWish.com/info/terms.htm. Winners can also use a gift certificate to select product(s) at www.MySpaShop.com. Guam, Saipan, and Puerto Rico winners will receive a check (USD) for the value of the prize. SpaWish prizes must be claimed by November 19, 2012.

Merchandise Prizes (Under \$600).

- i. **NHL® Officially Licensed Hat.** Each potential winner will receive a win email with information to claim the Officially Licensed NHL® hat prize. Each verified winner will receive one (1) Officially Licensed NHL hat, team in winner's sole selection based on availability. ARV: \$30. This prize must be claimed by November 19, 2012.
- ii. **NHL® Officially Licensed T-Shirt.** Each potential winner will receive a win email with information to claim the Officially Licensed NHL® t-shirt prize. Each verified winner will receive one (1) Officially Licensed NHL T-Shirt, team in winner's sole selection based on availability. ARV: \$35. This prize must be claimed by November 19, 2012.
- iii. **NHL® Authentic Jersey.** Each potential winner will receive a win email with information to claim the NHL® authentic jersey prize. Each verified winner will receive an (1) authentic NHL Jersey, team in winner's sole selection based on availability. ARV: \$300. This prize must be claimed by November 19, 2012.
- iv. **EA SPORTS Video Game.** A potential winner must follow the instructions on the Game Stamp (or in the win email) to claim the video game prize by November 19, 2012. Each verified winner will receive a redemption code that he/she must use during the checkout process at www.origin.com/mcd to select one (1) game. Redemption code is valid for one (1) EA SPORTS Video Game, ARV: \$60 including STANDARD shipping service to locations in the U.S. Territory. Redemption code expires on December 31, 2012, and cannot be combined with any other offer, gift card, credit, rebate or other discount coupons. Selections are subject to availability. Prize may not be substituted, exchanged, sold or redeemed for cash or other goods or services.

- v. Hasbro® MONOPOLY Millionaire Board Game. A potential winner must follow the instructions on the Game Stamp to claim the MONOPOLY Millionaire board game prize at www.twonatmcd.com. Verified winners will receive one board game, recommended for ages 8+. Game includes: Board, 22 Title Deed cards, 4 sets of movers (3 per player), 22 Fortune cards, 14 Millionaire Lifestyle cards, 14 Chance cards, 32 Houses, 12 Hotels, 2 dice, Money, Bank tray and 4 Reminder cards. ARV: \$20. This prize must be claimed by November 19, 2012.

E. Prizes with Values \$600 or More.

Claim In-Store Prizes: An In-Store potential winner (or his/her parent or legal guardian if potential winner is an eligible Minor) must follow the instructions on the Game Stamp to begin the prize claim process by November 19, 2012. A potential winner may go to the Online Redemption Site or if provided, use the toll-free number to provide his/her full name and contact information necessary to claim the prize. The McDonald's Redemption Center will send the documents necessary to claim a prize ("Prize Claim Documents") to the address provided. The Prize Claim Documents may include but not be limited to: a Declaration or Affidavit of Eligibility (as solely determined by Sponsor), Release of Liability and where lawful a Publicity Release, a Federal form W-9 for tax filing purposes and such other documents as may be determined by Sponsor, including the original Instant Win Game Stamp or all of the original Winning Combination Game Stamps. Further, for trip prizes, winner's guests must complete, sign and return a Release of Liability and where lawful a Publicity Release, prior to issuance of travel documents. All Prize Claim Documents must be returned to the McDonald's Redemption Center for receipt by December 3, 2012.

Claim Online Prizes: An Online potential winner will receive a prize email with information to claim an Online prize by November 19, 2012. The McDonald's Redemption Center will also contact a potential winner via telephone, mail and/or email with any additional instructions and Prize Claim Documents for the prize claim. Once the potential winner follows the instructions provided in the prize win email and completes the Prize Claim Documents (see above) to claim the prize, the claim must be submitted by mail for verification to the McDonald's Redemption Center for receipt no later than December 3, 2012. The verification of any prize valued at \$600 or more will require the potential winner to submit his/her social security number. Upon completion of verification, the McDonald's Redemption Center will contact the winner to initiate the prize awarding process or to notify the potential winner that he/she is not eligible to receive the prize. If Sponsor so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility, security requirements set by Sponsor or a Prize Partner and to help ensure that the use of any such person in advertising or publicity for the Game will not bring Sponsor or a Prize Partner into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Game or the Sponsor or on a Prize Partner as determined by Sponsor in its sole discretion.

The following prizes will follow this process:

Merchandise Prizes with Values \$600 or More.

1. EA SPORTS™ Ultimate Game Room. Each verified winner

will receive a \$2,000 gift card for winner to purchase items at winner's sole discretion, two (2) XZiplt Video Game Rockers, two (2) autographed pieces of sports memorabilia, and redemption codes for five (5) EA SPORTS video games. Gift card is subject to its terms. Prize may not be substituted, exchanged, sold or redeemed for cash or other goods or services. No representation is made regarding the barter, trading or sale value of the memorabilia prizes which can vary due to market fluctuations. Prize must be claimed by November 19, 2012. Redemption codes for video games must be used by December 31, 2012.

- ii. EA SPORTS™ Lifetime of Games. Each verified winner will receive: eight (8) EA SPORTS games each year for fifty (50) years, each with an ARV of \$60. Prize must be claimed by November 19, 2012. Winners will be awarded in one of the following ways: a winner can elect to receive the prize in the form of fifty (50) retail gift cards, each for \$480 that the winner can use at retail, or the winner can receive the prize in a lump sum check for \$24,000.

Vehicle Prize:

2013 FIAT® 500 Sport Hatchback Vehicles. Each verified winner will have the chance to choose the color of Vehicle, subject to availability determined by Sponsor in its sole discretion. Winners must take delivery of the vehicle from an authorized dealership near the winner's home, as designated by Sponsor. Winner is responsible for all taxes and expenses, including but not limited to: sales and or excise tax, registration, title and license fees, insurance, and all other costs incurred in claiming, registering or using the vehicle. Prize is a base model vehicle. Winner is responsible for all costs associated with any upgrade/option package not included in the prize description. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the vehicle including but not limited to its quality, fitness for purpose or mechanical condition. Each vehicle will be delivered solely with the express limited warranties set forth in the Vehicle's Owner's Manual, which warranties shall run for the term set forth in such Manual. Sponsor reserves the right to extend the delivery date or, in its sole discretion, to substitute another model or another vehicle in the event of scarcity due to limited production or unavailability for any other reason. Once notified that the Vehicle is at a dealership, the winner will have up to 30 days within which to pick up the vehicle. Transportation to the designated dealership is the responsibility of the winner. Vehicles will be released only upon presentation of valid driver's license and satisfactory proof of insurance and any other documentation required by law. Guam and Saipan winners will receive the cash equivalent of the prize in lieu of the vehicle. No cash equivalent is otherwise available for any portion of this prize. If the MSRP or actual value of the vehicle that is awarded is lower than the ARV stated herein, the winner will not be entitled to the difference. MSRP: \$18,500.

Travel Prizes:

Conditions for All Trip Prizes: Any and all costs, fees (including but not limited to luggage fees and transportation between winner's home and departure airport), and expenses not expressly stated in the prize description are the sole

responsibility of the prize winner. Any difference between the approximate retail value and the actual value will not be awarded and any difference will not be refunded. No insurance is provided as part of the prize, and obtaining any insurance, such as but not limited to, travel insurance, health, accident or medical insurance, and property loss or damage insurance is the sole responsibility of the winner and/or winner's guest(s). Travel and other arrangements will be determined by Sponsor or Prize Partner. If winner is a Minor, winner's guest must be winner's parent/legal guardian; and if winner's guest is a Minor, guest must be winner's child or legal ward. Air travel and travel documents must be booked and issued by Delta Vacations, including air travel provided on Delta Air Lines. Air travel will be round trip (originate from and end at the same airport) coach class from an airport selected by Delta Vacations. Reservations must be made and tickets issued prior to travel. Changes to reservations are not permitted. Prize winner and guests must travel together on the same itinerary and are solely responsible for having any required travel-related documents (including valid government issued photo ID and/or any required passport or visa) prior to departure as well as fulfilling any/all travel and security requirements. Sponsor or Prize Partner reserves the right in their respective sole discretion to designate all flight/travel particulars and route or routes (as the case may be). Failure to complete the trip portion of the prize (or any portion of the prize) does not relieve the prize winner of his/her tax obligations associated with winning the trip prize. Flight schedules are subject to change without notice. Sponsor and Prize Partner will not be liable for any missed opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Tickets for any game or event may not be transferred or sold. A prize winner must be available to travel on dates in conjunction with any game or event associated with a prize. If a winner (and/or his/her guests) is not able to participate in any portion of a travel prize, that unused portion will not be substituted for cash or any other prize. Prize winners may be required to provide a current valid major credit card at time of hotel check-in to cover incidentals, and any and all costs, fees, and expenses not expressly stated in the prize description. Restrictions and/or blackout dates may apply. Once a guest is determined, that guest cannot be changed without the express consent of Sponsor, which may be withheld for any reason. Each winner (and each guest) agree to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any prize-related activity. Prize winners understand and agree that Sponsor or the Prize Partner has the right, in their sole discretion, to disqualify and remove a prize winner or any guest from any activity at any time if that winner or guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or the Prize Partner, or otherwise violates the policies of the Sponsor or Prize Partner. The Prize winner is solely responsible for the behavior of winner's children and guests. If any activity relating to any prize is cancelled or postponed for any reason, the balance of that prize will be awarded in full satisfaction of the prize awarded.

- i. **Beaches® Resorts – The Luxury Included® Family Vacation.** Each verified winner will receive a four (4) day/three (3) night Luxury Included® family vacation for two (2) adults and two (2) children (who must be the children or legal ward of the winner or of the winner's adult guest) aged fifteen (15) or under to any Beaches

Resorts located in Turks & Caicos or Jamaica. Prize includes round trip coach air travel on Delta Air Lines, deluxe accommodations, all meals (but not specialty on-premises meals, or off-premises dining), unlimited on-premises premium brand beverages, daily and nightly on-premises entertainment, all on-premises land and water sports, including scuba diving (for certified divers) and snorkeling. Prize also includes airport transfers between the resort designated airport and Beaches Resort, but not between the winner's home and departing airport. Prize includes only those items listed and does not include, for example but not limited to: telephone calls, Internet, Red Lane® Spa treatments and services, specialty dining, tours & excursions, inter-island transportation, SCUBA certification courses, island departure taxes and purchases made at the Beaches Specialty Shops, any off-premise purchases or spending money. Confirmation of travel dates will only be provided 30 days prior to the departure date. Beaches Resorts reserves the right to relocate any confirmed prizewinner from their resort of choice to an alternate resort within our chain based upon availability of space for the secured travel dates. Trip must be claimed by November 19, 2012 and is subject to "Conditions for All Trip Prizes" above. Travel must be completed by November 3, 2013.

- ii. **EA SPORTS™ Fan Trip Championship Get-A-Way in the U.S.** Each verified winner will receive a three (3) day/two (2) night trip for winner and one (1) guest to a championship or championship series game in the United States for which EA SPORTS is authorized to provide a trip prize. Delta Vacations will provide round trip coach air travel on Delta Air Lines for two (2) and two (2) nights' accommodations (one (1) standard double occupancy room). EA SPORTS will provide airport transfer in the destination city and transfer between hotel and event, admission for winner and guest to the Game and a total of \$500 for meals and incidentals. Selection of the Game is based on availability, and a winner must select a Game from a list of available Games to be provided to winner. All available Games will occur during 2013. Winner must be available to travel on dates consistent with the dates of event determined by EA SPORTS and Delta Vacations. Prize must be claimed by November 19, 2012 and is subject to "Conditions for All Trip Prizes" above. Restrictions may apply. Prize may not be substituted, exchanged, sold or redeemed for cash or other goods or services.
- iii. **NHL® All-Star Weekend Trip.** The winner will receive a two (2) days/one (1) night trip for winner and one (1) guest to the 2013 NHL All-Star Weekend scheduled to take place January 26 and 27, 2013, including two (2) tickets to: NHL All-Star Skills Competition™, NHL All-Star Saturday Night Party, NHL All-Star Game, NHL Fan Fair™ and a behind the scenes tour of NHL All-Star Weekend including the broadcast booth, locker room and ice-level view of players skating. Prize also includes round trip coach class air travel for winner and one (1) guest from the major airport nearest their home to Columbus, Ohio and one night accommodations (one double occupancy room). Winner only will receive an authentic NHL All-Star jersey and assorted NHL All-Star apparel (valued up to \$500). Prize must be claimed by November 19, 2012 and is subject to "Conditions for All Trip Prizes" above. Winner must be available to travel on

or around January 26 to 27, 2013 or forfeit the prize. ARV: \$2,000. Guam, Saipan, Puerto Rico winner will receive a \$2,000 check.

- iv. **U.S. Soccer Family Trip.** Each verified winner will receive a three (3) day/two (2) night trip for winner and (3) guests to a U.S. Men's National Team 2013 FIFA World Cup Qualifier played in the United States. Winner will receive four (4) Category 1 tickets for winner and three (3) guests to (1) U.S. Men's National Team 2013 FIFA World Cup Qualifier played in the United States, including pre-game hospitality (if available) for winner and his/her guests. Prize also includes: round trip coach class air travel for four (4), two (2) nights' accommodations (up to two (2) standard double occupancy rooms), a total of \$1,000 spending money, and airport transfer in the destination city and transfer between hotel and Qualifier. Prize must be claimed by November 19, 2012 and is subject to "Conditions for All Trip Prizes" above. For Guam, Saipan, and Puerto Rico winners, flight's point of origin and return must be the same city and must be in the U.S. or Canada. Transportation from Guam, Saipan, or Puerto Rico, based on winner's residence, will be provided to nearest U.S. airport. ARV: \$5,000.
- v. **Delta Vacations Trip to Any Delta Vacations Destination.** Each verified winner will receive Roundtrip coach air travel for winner and one (1) Guest, plus hotel accommodations for 6 days/5 nights to winner's choice of any one (1) Delta Vacations destination around the world (from a selection of over 250 destinations). Delta Vacations to provide a car rental option where applicable. Prize must be claimed by November 19, 2012 and is subject to "Conditions for All Trip Prizes" above, restrictions may apply. Prize may not be substituted, exchanged, sold or redeemed for cash or other goods or services and must be completed by December 15, 2013. For Guam, Saipan, and Puerto Rico winners, the Delta Vacations flight's point of origin and return must be the same city and must be in the U.S. or Canada. Transportation from Guam, Saipan or Puerto Rico, based on winner's residence, will be provided to nearest U.S. or Canadian airport. ARV: up to \$7,500.
- vi. **Ultimate U.S. Soccer Family Trip.** Verified winner will receive tickets and travel for winner and three (3) guests as follows: two (2) day/one (1) night trips (five total) for winner and (3) guests to each of five (5) U.S. Men's National Team 2013 FIFA World Cup Qualifiers played in the United States. For each Qualifier, winner will receive four (4) Category 1 tickets including pre-game hospitality (if available). Prize also includes: round trip coach class air travel for four (4), one (1) night's accommodations (up to two (2) standard double occupancy rooms), a total of \$500 spending money for each trip, and airport transfers in the destination city and transfers between hotel and Qualifier. Prize must be claimed by November 19, 2012 and is subject to "Conditions for All Trip Prizes" above. For Guam, Saipan, and Puerto Rico winners, flight's point of origin and return must be the same city and must be in the U.S. Transportation from Guam, Saipan, or Puerto Rico, based on winner's residence, will be provided to nearest U.S. airport. ARV: \$20,000.

9. GENERAL PRIZE RESTRICTIONS:

- A. PRIZES NOT CLAIMED OR THAT ARE FORFEITED WILL NOT BE AWARDED EXCEPT SWEEPSTAKES PRIZES WHICH WILL BE AWARDED TO AN ALTERNATE WINNER.** Except, for prizes where Sponsor notifies potential winners that they have won, Sponsor will not be obligated to pursue more than three (3) alternate winners for any reason, in which case those prizes may go unawarded. Prizes claimed Online at a Prize Partner's website are awarded subject to the terms and conditions applicable to such prize as set forth on the Prize Partner's website in each instance. All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable prize winner upon award of the prize. No interest will be paid on any cash prizes. No cash alternative or substitution of any prize will be provided (other than as may be expressly provided in the prize descriptions above), except Sponsor, in its sole discretion, reserves the right to substitute a prize of equal or greater value if any prize cannot be awarded as described due to unavailability for any reason. Prizes will be delivered only to an address in the Territory stated in the Online Registration and/or claim information completed by winner. All income taxes (including, without limitation, federal, state, and/or local income taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective winners. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. Expenses not stated for any prize are the sole responsibility of the winner. If a potential winner cannot accept a prize as stated that prize will be forfeited in its entirety and if a Sweepstakes prize, awarded to an alternate winner. If a winner is a minor in his/her jurisdiction of residence, a prize may be awarded in the name of, or to, winner's parent/legal guardian, who must execute all documents and agree to all obligations and undertakings of a winner, both on behalf of himself/herself and the winner, or the prize may be forfeited in its entirety.
- B. Conditions of Prize Claim Submissions:** All Prize Claim Documents received after the applicable redemption deadlines shall be deemed VOID and will be ineligible for prizes. Prize Claim Documents that are complete and duly submitted to the McDonald's Redemption Center within the applicable redemption period will be verified within eight (8) to ten (10) weeks after the Prize Claim Documents are received, or as soon thereafter as reasonably practical, and once verified, prize winners may be notified by regular mail and will receive their prize at a later date. If any potential prize winner (or such Minor winner's parent or legal guardian) fails or refuses to properly sign and return all Prize Claim Documents by the redemption deadline or if the Prize Claim Documents or a prize is returned as unclaimed or undeliverable to any potential winner, such potential prize winner will be disqualified and/or otherwise forfeit their prize. If a prize winner makes any false statement in any Prize Claim Document, or if it is discovered that a winner has registered for the Online Game using more than one (1) email address or mobile phone number, the winner will be required to promptly return to Sponsor upon demand their prize(s) or, at Sponsor's option, the cash equivalent of the prize(s) based on the ARV or cash value for prizes published in Rule 5 and Rule 6. The submission of Prize Claim Documents is solely the responsibility of each Participant. If any potential winner declines a prize, is found to be ineligible, or fails to comply with these Official Rules, such potential winner will be disqualified and will forfeit the

prize and all rights to the prize they otherwise might have received. Please note that overnight shipping companies are unable to deliver to a Post Office Box. As a result, Participants must return their completed Prize Claim Documents using the U.S. Postal Service or, if provided, the Pre-Paid USPS Envelope included in the redemption pack. When sending Prize Claim Documents to the McDonald's Redemption Center, it is strongly recommended that Participants retain a photocopy of all Prize Claim Documents submitted and send the submission using Registered, Certified or Express Mail with a receipt of mailing (although proof of mailing does not constitute proof of delivery).

10. **VERIFICATION.** Winning Game Stamps for McDonald's Food prizes are subject to verification at participating McDonald's restaurants. My Coke Rewards Points are subject to verification at www.mycokerewards.com; codes to redeem EA SPORTS video games and EA SPORTS \$10 Promotion Codes are subject to verification at www.store.origin.com/mcd; Snapfish redemption codes are subject to verification at www.Snapfish.com/mcd2012; Redbox one (1) Night Standard Definition DVD Rental In-Store promo codes are subject to verification at the Redbox kiosk and Redbox Online promo codes are subject to verification at www.redbox.com; SpaWish Twenty Dollar (\$20) Gift Certificates are subject to verification at the Online Redemption Site; Shop.NHL.com gift cards are subject to verification at www.Shop.NHL.com and Fathead \$14.99 promotion codes are subject to verification at www.fathead.com. All other Prize Claim Documents are subject to verification at the McDonald's Redemption Center or Online at iwonatmcd.com. PARTICIPANTS SHOULD NOT SHOW OR GIVE ANY OTHER POTENTIAL INSTANT WIN GAME STAMP (EXCEPT FOOD PRIZE GAME STAMPS) OR ANY POTENTIAL WINNING COMBINATION TO ANY McDONALD'S EMPLOYEE OR FRANCHISEE. Game Stamps are null and void and will be rejected if not obtained through Legitimate Channels. If any part of any Game Piece, Game Stamp, Game Code or a prize code is counterfeited, illegible, mutilated, or tampered with in any way; if it contains or reflects printing, typographical, mechanical or other errors or discrepancies; or if it comes from other games or promotions, the Game Piece, Game Stamp, Game Code or any prize code (not the 11-digit Game Code) contained on any of same, as applicable, will be deemed void. The sole responsibility and liability for any void Game Piece, Game Stamp, Game Code or any prize code is replacement with another randomly selected same Game material while supplies last. Such replacement with another randomly selected same Game material (while supplies last) shall be the sole and exclusive remedy under such circumstances. Each Participant acknowledges and agrees that the decisions of Sponsor shall be final, binding and conclusive in all matters relating to the Game, including without limitation determinations regarding the validity of Game Pieces, Game Stamps, Game Codes, prize codes and other Prize Claim Documents submitted for verification. Except as specifically stated in these Official Rules, only original Game Stamps with "2012 MONOPOLY Game at McDonald's" artwork distributed in the Territory will be accepted for verification. Any person attempting to forge Prize Claim Documents or defraud McDonald's or any of the Prize Partners in any way in connection with this Game may be prosecuted to the fullest extent permitted under the law. In the event of a dispute as to the identity of any Participant or Online Participant, the Online entry in question will be deemed submitted by the authorized account holder of the email account for the email address provided at the time of Online Registration for the 2012 Online Game. The authorized account holder for an email account shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other Online organization responsible for assigning email addresses for the domain associated with the

submitted email address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved to Sponsor's sole satisfaction, the entry will be deemed ineligible.

11. GENERAL RELEASE AND CONDITIONS OF PARTICIPATION.

Participants and Online Participants assume all risk of loss, damage, destruction, delay and misdirection of Prize Claim Documents and are advised to obtain insurance where appropriate. Sponsor, McDonald's Restaurants of Canada Limited, Arcos Dorados Puerto Rico, Inc., Hasbro, and Prize Partners, and each of their respective parent companies, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents (individually and collectively "Game Entities") are not responsible for: (a) incomplete, illegible, misdirected, late, lost, damaged, stolen, non-delivered, or postage-due submissions of Prize Claim Documents or Game materials, or any mail; (b) any damage to an entrant's or other person's computer system or Mobile Device which is caused or occasioned by accessing the Official Website or Prize Partner's websites or redemption pages, participating in the Online Game or claiming an Online prize; (c) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, Mobile Device or Wireless Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Game; (d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, Mobile Device, email or cable transmissions or hardware or software or program or programming malfunctions, failures or difficulties; (e) any technical malfunctions, failures, or difficulties, printing errors, color discrepancies, clerical, typographical or other error in any Game Pieces, Game Stamps, Game Codes or prize codes, or printed copy or artwork, any prize offering announcement or any Prize Claim Documents; or (f) any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital or technical in nature, or unauthorized human intervention; (g) any incorrect or inaccurate information, whether caused by Official Website users, tampering, hacking, or by any equipment or programming associated with, or utilized in, the Game; or (h) the incorrect or inaccurate capture of information, or the failure to capture or loss of any information. Proof of mailing Prize Claim Documents of any kind or nature does not constitute proof of delivery. Prize Claim Documents submitted become the sole property of Sponsor and will not be returned. Sponsor shall not be responsible to correspond with Participants. By participating in the Game each Participant hereby releases and agrees to hold the Game Entities harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, property damage, death and bodily injury (whether due to negligence or otherwise), due in whole or in part, directly or indirectly, to participation in the Game or any Game-related and/or travel-related activity, or participation in any prize-related activities, or the receipt, use or misuse of any prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim said prize and any liability and publicity which might arise from claiming or seeking to claim said prize. By submitting potential winning Game Stamps and/or Prize Claim Documents, each verified winner hereby agrees and grants Sponsor the right, but not the obligation, to the use of his or her name, voice and likeness, along with his or her address (city and state) and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising, commercial and

promotional purposes in connection with the Game and other promotions without further compensation (except where prohibited by law), and releases the Game Entities from any liability with respect thereto.

12. ONLINE COMPUTER SYSTEM/MOBILE DEVICE REQUIREMENTS.

A. Computer System Requirements:

Browser Requirements:

Internet Explorer Version 8.0+ (PC Windows 7, Windows Vista, XP); Firefox Version 9.0+ (PC Windows 7, Windows Vista, XP and MAC OS X Tiger, Leopard and Snow Leopard);

Google Chrome Version 8.0+ (PC Windows 7); Safari Version 4+ (PC Windows 7, Windows Vista, XP and MAC OS X Tiger, Leopard and Snow Leopard);

Depending on the computer system and/or browser configuration of the Online Participant, the Instant Win portion of the Online Game will load in either HTML 5 or Adobe Flash. Minimum Adobe Flash version: 10.3.

If the Online Participant's system is not compatible with Adobe Flash, he/she will be prompted with a link for the opportunity to download Adobe Flash.

The Game is optimized for use with a 1024 x 768 screen resolution. Using a screen resolution lower than 1024 x 768 may result in an Online Participant not being able to play the Online Game.

- B. Mobile Device Requirements:** A Mobile Device capable of displaying HTML and XHTML content. The screen resolution must be equal to or greater than 240 pixels wide by 240 pixels high. If an Online Participant's phone does not meet these requirements, then he/she will need to use his/her computer to participate in the Online Game.

Mobile Requirements:

Android 2.0+

BlackBerry Version 6.0+ or device model 9500+

iPhone IOS Version 4.0+

Windows Phone Version 7.0+

Using a mobile phone not supported may prevent play of the Online Game and then an Online Participant will need to use his/her computer to participate Online.

- 13. DISCLAIMER OF WARRANTIES. THE GAME ENTITIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY PRIZE OTHER THAN FOOD PRIZES IN CONNECTION WITH THE GAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE GAME ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.**

14. MISCELLANEOUS.

A. **Disqualification:** It is the Online Participant's and/or Participant's sole responsibility to ensure that he or she has complied in full with all conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and the prize forfeited, except that Sponsor will attempt to contact up to three (3) alternates in order to award a Sweepstakes prize. No mechanically reproduced, illegible, incomplete, forged, software-generated, third party or other automated or robotic entries, in whole or in part, will be accepted. Entries made by any individual or any entity other than the Online Participant and/or Participant and/or originating by any other mechanism, including but not limited to commercial Sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Game. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Game; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Game, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

B. **Force Majeure/Printing and Production Errors:** Sponsor reserves the right, without prior notice and at any time, to terminate the Game, in whole or in part, or modify, suspend or extend the Game or Game materials in any way, if it determines in its sole discretion, that a Game Stamp(s), Game materials and/or Prize Claim Documents reflect printing or other errors or if it determines, in its sole discretion, that the Game is impaired or corrupted or that fraud or technical problems, failures, malfunctions, or errors (including, without limitation, computer viruses or other deleterious programs or materials, glitches or printing or production errors) have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Game (in Puerto Rico such action is subject to authorization by resolution of the regulatory agency in Puerto Rico). In the event Sponsor is prevented from continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Game. Only the type and quantity of prizes described in these Official Rules will be awarded. The sole responsibility and liability for any irregular Game Code, Game Stamp or Online Game Play is replacement with another randomly selected Code, or Game Stamp while supplies last, or Online Game Play, as solely determined by Sponsor. Replacement shall be the sole and exclusive remedy under such circumstances. If, due to printing, digital, computer programming, hardware or software, or production errors or

for any reason, more potential winners in any prize category come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s) in that prize category. Inclusion in such drawing shall be each Online Participant's and/or Participant's sole and exclusive remedy under such circumstances.

- C. **Invalidity:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor. McDonald's restaurant employees or franchisees are not authorized to modify or amend these Official Rules.
- D. **Governing Law:** In the U.S. Territory, except for Puerto Rico, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between Online Participant and/or Participant and the Game Entities in connection with the Game shall be governed by and construed in accordance with the internal laws of the State of Illinois including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. Puerto Rico: When the Online Participant and/or Participant is a resident of Puerto Rico, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations between such Online Participant and/or Participant and the Game Entities in connection with the Game shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws, EXCEPT that the Puerto Rico resident (and his/her parent/legal guardian if a Minor) expressly agrees to limit the statute of limitation in such way that any and all claims related to this Game, these Official Rules and any activity in connection therewith, shall be submitted to arbitration per Rule 15 below within the term of one (1) year from the facts upon which said claim is based whether in contract, tort, or otherwise, providing that this agreement to limit the statute of limitation will apply and survive even in the case that a competent entity determines the invalidity or non applicability to any controversy, in whole or in part, of the arbitration clause stated in Rule 15 below.
- E. **Language Discrepancy:** In the event there is a discrepancy or inconsistency between the English language version and the Spanish language version of these Official Rules or of any Game Stamps, Game materials and/or Prize Claim Documents, the English version shall prevail, govern and control. Other than

and except for Prize Partner terms, conditions and restrictions governing those prizes and offers supplied by Prize Partners in connection with the Game, in the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Game Stamps, Game materials and/or Prize Claim Documents and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

15. **ARBITRATION.** By participating in this Game in the U.S. Territory, each Participant and/or Online Participant (and his/her parent/legal guardian if the Participant or Online Participant is a Minor) agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Participant or Online Participant may have against the Game Entities arising out of, relating to, or connected in any way with the Game, the awarding or redemption of prizes, or the determination of the scope, enforceability or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 USC. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant or Online Participant), or at such other location as may be mutually agreed upon by the Participant or Online Participant and Sponsor (except that for claims where the claimant is a Puerto Rico resident, the location shall be in San Juan, Puerto Rico); (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant or Online Participant may have entered into in connection with the Game; (5) the arbitrator shall apply Illinois law (except for Puerto Rico where the arbitrator shall apply Commonwealth of Puerto Rico law) consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law (except that for claims where the claimant is a Puerto Rico resident, the arbitrator shall apply Puerto Rico law consistent with the FAA and applicable Puerto Rico statutes of limitations as limited herein at Rule 14D above and shall honor claims of privilege recognized at Puerto Rico law); (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the Online Participant's or Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the Online Participant or Participant and Sponsor shall be entitled to recover punitive, incidental and/or consequential damages only to the extent permitted by law; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD for claims less than \$10,000 or \$375 for claims greater than \$10,000 but less than \$75,000, and the Online Participant or Participant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the Online Participant or Participant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the Online Participant or Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Online Participant's or Participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise

conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Participant or Online Participant shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, Participants may visit the AAA Website at <http://www.adr.org>, or contact AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

16. **OFFICIAL RULES.** These Official Rules will be posted in English and Spanish at participating McDonald's restaurants and are available to download Online at the Official Website (www.PlayatMcD.com), except in Puerto Rico the Official Rules will be posted at www.mcdonalds.com.pr. To receive a copy of the Official Rules, mail a SASE to McDonald's Redemption Center: 2012 MONOPOLY Game at McDonald's – Official Rules Request, P.O. Box 3193, Oak Brook, IL 60522-3193. All requests must be received by December 31, 2012. Vermont residents with a return address located in Vermont may omit return postage. Limit one (1) request per outer envelope.
17. **WINNERS LIST.** For a list of Official Winners whose prize value exceeds \$600 ("List"), mail a #10 SASE to McDonald's Redemption Center: 2012 MONOPOLY Game at McDonald's Winners List Request, P.O. Box 3193, Oak Brook, IL 60522-3193. All requests must be postmarked by December 31, 2012, and received by January 5, 2013. Limit one (1) request per outer envelope. OR, you can request the list electronically by emailing your request to: theredemptioncenter@maw.com. The List will be available no sooner than March 1, 2013, and will be sent when the Game is officially over and the prizes have been verified and awarded.
18. **SPONSOR.** 2012 MONOPOLY Game at McDonald's is sponsored in the U.S. Territory by McDonald's USA, LLC, 2111 McDonald's Drive, Oak Brook, IL 60523; in Puerto Rico the Game is sponsored by Arcos Dorados Puerto Rico, Inc., 300 Felisa Rincon de Gautier Ave. Suite 10, San Juan, Puerto Rico 00926-5970.

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McDONALD'S | OFFICIAL RULES | TERMS AND CONDITIONS | PRIVACY POLICY

Like 82k

NO PURCHASE NECESSARY TO PLAY/WIN A PRIZE. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING. Internet Access & Valid Email Required For Online Play. In-Store open to (50) US & DC, Guam, Saipan, Puerto Rico & Canada residents 9/25/12 to 10/22/12 (or while supplies last). *Odds are based on Game Pieces (each has 2 Game Stamps); mostly food prizes. Online Game is avail. in the (50) US/DC & Puerto Rico only. Is time seeded, begins on 9/25/12 at 12:00:00 a.m. ET to 11/31/12 at 11:59:59 p.m. ET. Must be 13+ to play Online. Games subject to [Official Rules](#) avail. at participating McDonald's restaurants and [PlayaMcD.com](#); see for restrictions, prizes/claim details, ARVs and odds. Void where prohibited. For Mobile Device use, Message & Data Rates May Apply. Sponsor: McDonald's USA, LLC, Oak Brook, IL 60521.

Without Purchase (alternate method of entry "AMOE"): A Participant can request a Game Piece without buying a food item at a participating McDonald's restaurant by mailing a legibly handwritten, self-addressed, stamped envelope ("SASE") with sufficient postage and a return address, including first and last name, street address, city, state, and ZIP or postal code to: 2012 MONOPOLY Game at McDonald's Game Piece Request, P.O. Box 49121, Strongsville, OH 44149-0121. **DO NOT SEND ANY WINNING GAME STAMPS. COMMENTS OR QUESTIONS TO THIS ADDRESS.** Two (2) Game Pieces (a total of four (4) Game Stamps) will be mailed in response to each mail-in request that complies with the requirements of these [Official Rules](#), while supplies last. Mail-in requests, including both outer envelope and SASE, must be handwritten. Outer envelope must include a return address in the upper left hand corner that matches the requestor's street address, and must be postmarked no sooner than September 18, 2012, and must be postmarked no later than October 22, 2012, and received by Sponsor no later than October 26, 2012. If the In-Store Game runs long, these dates are subject to a corresponding extension. Requests from Vermont ("VT") residents that are postmarked in VT may omit return postage. Requests from VT residents that are postmarked outside of VT and omit return postage may be required to provide proof of VT residency to Sponsor's reasonable satisfaction before requests are fulfilled. Each request must be mailed in a separate stamped outer mailing envelope. Requests that are sent in business reply envelopes that utilize address labels or stickers (for any address), that are photocopied, hand-stamped, computer-generated or otherwise mechanically or digitally produced or reproduced, that are not mailed in separate outer stamped mailing envelopes, or that otherwise fail to comply with these [Official Rules](#) will NOT be honored, acknowledged or returned, and the persons submitting such requests will forfeit any corresponding postage and unused envelopes.

FREE Codes: GOPLAYATMCD and CODEFORMORE. Online Game Sweepstakes: On or about November 9, 2012, one (1) potential winner for each of three (3) Online Sweepstakes prizes and one (1) Grand Prize Sweepstakes prize will be selected in separate random prize drawings. The odds of winning any Sweepstakes prize drawing depends on the number of eligible entries received for that prize drawing. **Redbox:** One-night standard definition DVD promo codes expire 11/7/12. ARV: \$1.20. Must be at least 18 yrs. to claim at any Redbox location. Rental requires use of a valid payment card; daily rental fees and tax (tax not applicable to MD transactions) apply thereafter. Limit 1 code per transaction. One time use only. Not redeemable online, via app, for prior rentals or for cash. No combo with other offers. **My Coke Rewards:** Must have (or open at no cost) a My Coke Rewards® ("MCR") account where MCR Points must be entered by 11/30/12 at [www.mycokerewards.com](#) sub). to T&Cs. MCR (40) Points Bundle may be redeemed for (1) 20-oz. Coca-Cola product coupon valid at retail, ARV: \$1.79. Guam, Saipan, Puerto Rico winners will receive a Coca-Cola product at McDonald's. MCR (1,000) Points Bundles, ARV: \$40; Puerto Rico winners will receive a check for \$40. Must be legal resident of the (50) US/DC 13+ to participate in the MCR program. **Snapfish:** A winner will receive (2) 5x7 photo prints by Snapfish. Prints are single image not a collage. Prize expires 12/31/12. ARV: \$2.57. Guam and Saipan winners will receive a \$3 Arch Card®. **Arch Card:** Use like cash at participating McDonald's. **SpaWish:** Claim by 11/19/12. Valid at thousands of spas/salons and at [www.MySpaShop.com](#). T&Cs apply. Guam, Saipan, and Puerto Rico winners will receive a check for the value of the prize. **Hasbro:** Millionaires Monopoly board game recommended for ages 8+. **EA SPORTS:** Online: A winner will receive a promotion code, valid for \$10 on any purchase (including taxes, shipping & handling) at [www.origin.com/mcd](#). Selections are subject to availability and T&Cs. Limit one (1) promotion code per selection. In-Store: (15,169) Video Games ARV \$60. (20) Fan Trip for two to a championship or championship series game ARV \$7,000; (10) Ultimate Game Room \$3,800; (4) Lifetime of Games (8 games/year x \$60/game x 50 years) ARV \$24,000. **NHL®:** In-Store two tickets to 2013 NHL All-Star Weekend, ARV: \$2,000. Online: (10) Authentic NHL Jerseys ARV \$300; (100) NHL T-Shirt ARV \$35; (100) NHL Hat ARV \$30; (175) \$25 Shop.NHL.com Gift Card. **U.S. Soccer:** Online: Trip for (4) to a U.S. Men's National Team 2013 FIFA World Cup Qualifier played in the United States, ARV: \$5,000. In-Store: Ultimate U.S. Soccer Family Trip for 4 to 5 Qualifiers ARV \$20,000. **Beaches:** 4-Day/3-Night Beaches® Resorts –The Luxury Included® Family Vacation to Turks & Caicos or Jamaica for (2) adults and (2) children 15 yrs. or younger, ARV \$7,500. **Delta Vacations:** Trip for two to any one Delta Vacations destination, ARV: \$10,000. **FIAT®:** FIAT® 500 Sport Hatchback, MSRP: \$18,500. See [Official Rules](#) for vehicle details. Guam and Saipan winners will receive a check for \$18,500. **Fathead:** valid for \$14.99 off Fathead products at [www.fathead.com](#). Limit 1 code per transaction. Includes free shipping. Puerto Rico winners will receive a check for the value of the prize, ARV: \$14.99. **Monetary Prizes:** will be awarded as a check for the value of the prize. The \$1 Million prize is payable \$50,000/yr. for 20 yrs., without interest.

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EXHIBIT D

DECLARATION OF TORY E. GRIFFIN

EXHIBIT D

Happy Star Rewards™

Carl's Jr.

Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility:

Happy Star Rewards™ (the "Game") is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding New York, Rhode Island, Florida and states without any Carl's Jr. or Hardee's restaurants) who are at least eighteen (18) years old at the time of entry. Void in New York, Rhode Island, Florida, in states without any Carl's Jr. or Hardee's restaurants and where prohibited by law.

Open only to individuals who, on or before March 1, 2013, owned devices with the below-listed operating systems with GPS functionality enabled:

o Apple OS Versions: iOS 3.0; iOS 3.0.1; iOS 3.1; iOS 3.1.2; iOS 3.1.3; iOS 3.3; iOS 4.0; iOS 5.0

o Android OS Versions: Android 1.5; Android 1.6; Android 2.0/2.1; Android 2.2; Android 2.3; Android 2.3.3; Android 3.0; Android 3.1; Android 3.2; Android 4.0; Android 4.0.3

Individuals who purchased a device either in whole or in part for the purpose of participating in the Game are ineligible.

Employees, officers, and representatives of Carl Karcher Enterprises, Inc., Hardee's Food Systems, Inc., Apple, Inc., Google Inc., and 72andSunny, L.P. and each of their respective affiliates, subsidiaries, advertising and promotion agencies and suppliers involved in this promotion (the "Promotional Participants") and the immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible.

The Game is subject to all applicable federal, state, and local laws and regulations.

Participation in the Game constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Instant Win Game.

Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Carl Karcher Enterprises, Inc., 6307 Carpinteria Avenue, Suite A, Carpinteria, California 93013 (collectively, "Sponsor").

Administrator: 72andSunny, L.P., 6300 Arizona Circle, Los Angeles, California 90045

3. Timing: The Instant Win Game begins on March 1, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on March 31, 2013 at 11:59 p.m. ET or while prize supplies last (the "Promotion Period"). Sponsor's

computer is the official time-keeping device for the Game.

4. How to Enter:

For Device utilizing iPhone OS 3.0 or Higher

In order to participate in the Game, you first download Happy Star Rewards (the "Application") to your device. There are 2 ways to obtain the Application: (a) Beginning March 1, 2013, go to www.happystarrewards.com and click on the link to the iTunes store to download the Application; or (b) Access the iTunes store directly from your device and download the Application. Entrants will be required to register by entering information including the following fields: e-mail address and password. Only one (1) registration is permitted per device. In the event of a dispute as to any registration or play, the authorized account holder of the device used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned a unique device ID to their mobile device. Potential winners may be required to show proof of being the authorized account holder.

For Device using Android OS 1.5 or Higher

In order to participate in the Game, you first download Happy Star Rewards (the "Application") to your device. There are 2 ways to obtain the Application: (a) Beginning March 1, 2013, go to www.happystarrewards.com and click on the link to the Android Marketplace to download the Application; or (b) Access the Android Marketplace directly from your device and download the Application. Entrants will be required to register by entering information including the following fields: e-mail address and password. Only one (1) registration is permitted per device. In the event of a dispute as to any registration or play, the authorized account holder of the device used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned a unique device ID to their mobile device. Potential winners may be required to show proof of being the authorized account holder.

5. How to Play:

Once you download the Application to your device, open the Application, and press "Get Started" you will be directed to an instructions screen with specific details on how the Game is played (on subsequent restaurant check-ins you will not be presented with these instructions). Once you start the Game, the Application will use your device's GPS functionality to help you locate the nearest Carl's Jr. or Hardee's restaurant. You will be prompted to visit Carl's Jr. or Hardee's restaurants during the Promotion Period in order to earn chances to spin The Wheel of Awesome™ to win prizes. During each restaurant visit, you will verify your location using your device's GPS system. You must check-in using the Application during your restaurant visit in order to earn chances to spin The Wheel of Awesome™. Entrants will earn chances to spin The Wheel of Awesome™ on their first restaurant check-in and then on every fourth check-in thereafter. Entrants may not check-in more than three (3) times per twenty-four (24) hour period, and are limited to one (1) check-in between 5:30 a.m. and 10:30 a.m., one (1) check-in between 10:30 a.m. and 5:00 p.m., and one (1) check-in between 5:00 p.m. and 5:30 a.m. in your local time zone. Opportunities to win some prizes will not be available until you have completed a certain number of check-ins. **No purchase is necessary to participate.**

6. All potential winning plays are subject to verification by Sponsor or administrator, whose decisions are final AND BINDING. An entrant is not a winner of any prize, even if the GAME SHOULD so indicate, unless and until entrant's eligibility and the potential Winning play has been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. any play that occurs

after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

7. Game Prize Selection and Verification of Potential Winners: All selected potential winners must comply with all terms and conditions of these Official Rules, and all winnings are contingent upon fulfilling all requirements. Sponsor's and Administrator's decisions with respect to the administration and operation of the Game and the selection of potential winners are final and binding in all matters related to the Game. If any potential winner cannot be contacted within the required time period or fails to provide prize claim information within twenty-four (24) hours after it is requested, potential winner forfeits prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a prize valued at \$25 or more is disqualified or forfeits a prize for any reason, the applicable prize will again be made available to the eligible pool of entries and another potential winner will be selected randomly as long as a credible pool of such entries will exist. If a credible pool of such entries does not exist, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. If the prize to be re-awarded is one that requires a certain number of check-ins in order for entrants to be eligible to win, the pool of eligible entrants from which the random drawing for such prize will occur shall consist of all entrants who have completed at least nine (9) check-ins. If any prize valued at \$25 or more has not been awarded by the end of the Promotion Period, Sponsor shall award such prize by a random drawing from among all remaining eligible entries. (In the event of such random drawing, prizes that require entrants to complete a certain number of check-ins in order to be eligible to win will be awarded by a random drawing from among all eligible entrants who have completed at least nine (9) check-ins.) There will be three (3) random drawings after which the applicable prize will remain un-awarded. All unclaimed prizes valued at \$25 or less will not be awarded. Non-Coupon Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Game. By entering, entrants agree to be bound by these Official Rules and the decisions of Sponsor and Administrator which shall be final and binding in all matters related to the Game.

8. Prizes and Odds of Winning:

CARL'S JR PRIZES :

Prizes:

o Eligible after nine (9) Check-ins

§ Forty-five (45): \$5 Carl's Jr.® gift card. Approximate Retail Value ("ARV"): \$5.00 each.

o Eligible after Seventeen (17) Check-ins

§ Forty-five (45): \$20 Carl's Jr.® gift card. ARV: \$20.00 each.

Alternately, spins may contain one (1) of the following coupons ("Special Offers"): Free Hash Brown Nuggets with Any Breakfast Purchase; Free Minute Maid® Orange Juice with Any Breakfast Purchase; Free Breakfast Burger™ with Purchase of a Breakfast Burger™; Free Coffee & Hash Brown Nuggets with Purchase of a Breakfast Burrito; Free Dessert with Any Purchase; Free Famous Star® with Cheese with Any Purchase; Free Small Beverage with Any Purchase; Free Small Fries with Any Purchase; Free Small Fries & Small Beverage with Purchase of Southwest Patty Melt; Free Small Fries & Small Beverage with Purchase of 5 Piece Chicken Tenders; 2 for \$4 Single Western Bacon Cheeseburgers; Free Side Salad with Any Turkey Burger Purchase.

For electronic Prizes : The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

For all Prizes and Offers : Terms and conditions of gift cards and coupons apply. Specific Special Offers subject to change without notice in Sponsor's sole discretion. In the event a Special Offer is removed for any reason, a different Special Offer will be made available in its place. Odds of winning a Game prize depend on the number of prizes available divided by the number of eligible Game plays. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. **TOTAL APPROXIMATE RETAIL VALUE (ARV) OF ALL PRIZES: \$1,125.00.**

Odds: Odds of winning all prizes depend upon the number of eligible entries received and the number of prizes remaining at the time of play. Odds of winning a prize also depend upon the number of check-ins completed at the time of play.

9. Publicity: Except where prohibited, participation in the Game constitutes entrant's consent to Sponsor's use of entrant's name, likeness, photograph, voice, opinions, biographical information, prize information, hometown, and state for promotional purposes in any media without further payment or consideration (including, but not limited to, public posting of such information in restaurant locations).

10. General Conditions: Sponsor reserves the right to cancel or modify the Game if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Game, as determined by Sponsor in its sole discretion. In such event, Sponsor shall award all prizes valued at \$25 or more at random from among the eligible entries received up to the time of the impairment. (In the event of such random drawing, prizes that require entrants to complete a certain number of check-ins in order to be eligible to win will be awarded by a random drawing from among all eligible entrants who have completed at least nine (9) check-ins). Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Game, or to be acting in violation of these Official Rules or those of any other Promotion, or in an unsportsmanlike or disruptive manner. Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. Entry material/data that has been tampered with or altered is void. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Game is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Release: By participating in the Game and/or receipt of any prize, winner agrees to release and hold harmless Carl Karcher Enterprises, Inc., Hardee's Food Systems, Inc., Apple, Inc., Google Inc., 72andSunny, L.P. and each of their respective parents, subsidiaries, affiliates, related companies, advertising and promotion agencies and suppliers and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

12. Limitations of Liability : The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or the Game; (4) technical or human error which may occur in the administration of the Game or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from downloading the Application, entrant's participation in the Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Game, provided that, if it is not possible to award another entry due to discontinuance of the Game for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Game or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively in the State of California, County of Orange; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Game but in no event attorneys' fees; and (iii) 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Game, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.carlsjr.com/privacy>).

15. Winner List: Winner List requests will only be accepted after the promotion end date (listed above) and no later than May 6, 2013. For the Winner List, send an email with subject line: "The Happy Star Rewards-Carl's Jr. Winner List Request," to digital@ckr.com.

The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Google Inc. or Apple, Inc.

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Happy Star Rewards™ Carl's Jr.

Abbreviated Rules

Without Official Rules Hyperlink

NO PURCHASE NECESSARY. Open only to legal residents of the 50 United States (D.C.) (excluding NY, RI, FL, states without any Carl's Jr. or Hardee's restaurants and where prohibited) 18 years or older. To play and for deadlines, prize descriptions, odds and Official Rules, visit www.happystarrewards.com. Sponsor: Carl Karcher Enterprises, Inc.

With Official Rules Hyperlink

NO PURCHASE NECESSARY. Open only to legal residents of the 50 United States (D.C.) (excluding NY, RI, FL, states without any Carl's Jr. or Hardee's restaurants and where prohibited) 18 years or older. See Official Rules for details including deadlines, prize descriptions and odds. Sponsor: Carl Karcher Enterprises, Inc.

Happy Star Rewards™

Hardee's

Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility:

Happy Star Rewards™ (the "Game") is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding New York, Rhode Island and states without any Carl's Jr. or Hardee's restaurants) who are at least eighteen (18) years old at the time of entry. Void in New York, Rhode Island, in states without any Carl's Jr. or Hardee's restaurants and where prohibited by law.

Open only to individuals who, on or before March 1, 2013, owned devices with the below-listed operating systems with GPS functionality enabled:

o Apple OS Versions: iOS 3.0; iOS 3.0.1; iOS 3.1; iOS 3.1.2; iOS 3.1.3; iOS 3.3; iOS 4.0; iOS 5.0

o Android OS Versions: Android 1.5; Android 1.6; Android 2.0/2.1; Android 2.2; Android 2.3; Android 2.3.3; Android 3.0; Android 3.1; Android 3.2; Android 4.0; Android 4.0.3

Individuals who purchased a device either in whole or in part for the purpose of participating in the Game are ineligible.

Employees, officers, and representatives of Carl Karcher Enterprises, Inc., Hardee's Food Systems, Inc., Apple, Inc., Google Inc. and 72andSunny, L.P., and each of their respective affiliates, subsidiaries, advertising and promotion agencies and suppliers involved in this promotion (the "Promotional Participants") and the immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible.

The Game is subject to all applicable federal, state, and local laws and regulations.

Participation in the Game constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Instant Win Game.

Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Hardee's Food Systems, Inc., 100 N. Broadway, Ste. 1200, St. Louis, MO 63102 (collectively, "Sponsor").

Administrator: 72andSunny, L.P., 6300 Arizona Circle, Los Angeles, California 90045

3. Timing: The Instant Win Game begins on March 1, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on March 31, 2013 at 11:59 p.m. ET or while prize supplies last (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Game.

4. How to Enter:

For Device utilizing iPhone OS 3.0 or Higher

In order to participate in the Game, you first download Happy Star Rewards (the "Application") to your device. There are 2 ways to obtain the Application: (a) Beginning March 1, 2013, go to www.happystarrewards.com and click on the link to the iTunes store to download the Application; or (b) Access the iTunes store directly from your device and download the Application. Entrants will be required to register by entering information including the following fields: e-mail address and password. Only one (1) registration is permitted per device. In the event of a dispute as to any registration or play, the authorized account holder of the device used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned a unique device ID to their mobile device. Potential winners may be required to show proof of being the authorized account holder.

For Device using Android OS 1.5 or Higher

In order to participate in the Game, you first download Happy Star Rewards (the "Application") to your device. There are 2 ways to obtain the Application: (a) Beginning March 1, 2013, go to www.happystarrewards.com and click on the link to the Android Marketplace to download the Application; or (b) Access the Android Marketplace directly from your device and download the Application. Entrants will be required to register by entering information including the following fields: e-mail address and password. Only one (1) registration is permitted per device. In the event of a dispute as to any registration or play, the authorized account holder of the device used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned a unique device ID to their mobile device. Potential winners may be required to show proof of being the authorized account holder.

5. How to Play:

Once you download the Application to your device, open the Application, and press "Get Started" you will be directed to an instructions screen with specific details on how the Game is played (on subsequent restaurant check-ins you will not be presented with these instructions). Once you start the Game, the Application will use your device's GPS functionality to help you locate the nearest Carl's Jr. or

Hardee's restaurant. You will be prompted to visit Carl's Jr. or Hardee's restaurants during the Promotion Period in order to earn chances to spin The Wheel of Awesome™ to win prizes. During each restaurant visit, you will verify your location using your device's GPS system. You must check-in using the Application during your restaurant visit in order to earn chances to spin The Wheel of Awesome™. Entrants will earn chances to spin The Wheel of Awesome™ on their first restaurant check-in and then on every fourth check-in thereafter. Entrants may not check-in more than three (3) times per twenty-four (24) hour period, and are limited to one (1) check-in between 5:30 a.m. and 10:30 a.m., one (1) check-in between 10:30 a.m. and 5:00 p.m., and one (1) check-in between 5:00 p.m. and 5:30 a.m. in your local time zone. Opportunities to win some prizes will not be available until you have completed a certain number of check-ins. **No purchase is necessary to participate.**

6. All potential winning plays are subject to verification by Sponsor or administrator, whose decisions are final AND BINDING. An entrant is not a winner of any prize, even if the GAME SHOULD so indicate, unless and until entrant's eligibility and the potential Winning play has been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. any play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

7. Game Prize Selection and Verification of Potential Winners: All selected potential winners must comply with all terms and conditions of these Official Rules, and all winnings are contingent upon fulfilling all requirements. Sponsor's and Administrator's decisions with respect to the administration and operation of the Game and the selection of potential winners are final and binding in all matters related to the Game. If any potential winner cannot be contacted within the required time period or fails to provide prize claim information within twenty-four (24) hours after it is requested, potential winner forfeits prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a prize valued at \$25 or more is disqualified or forfeits a prize for any reason, the applicable prize will again be made available to the eligible pool of entries and another potential winner will be selected randomly as long as a credible pool of such entries will exist. If a credible pool of such entries does not exist, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. If the prize to be re-awarded is one that requires a certain number of check-ins in order for entrants to be eligible to win, the pool of eligible entrants from which the random drawing for such prize will occur shall consist of all entrants who have completed at least nine (9) check-ins. If any prize valued at \$25 or more has not been awarded by the end of the Promotion Period, Sponsor shall award such prize by a random drawing from among all remaining eligible entries. (In the event of such random drawing, prizes that require entrants to complete a certain number of check-ins in order to be eligible to win will be awarded by a random drawing from among all eligible entrants who have completed at least nine (9) check-ins.) There will be three (3) random drawings after which the applicable prize will remain un-awarded. All unclaimed prizes valued at \$25 or less will not be awarded. Non-Coupon Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Game. By entering, entrants agree to be bound by these Official Rules and the decisions of Sponsor and Administrator which shall be final and binding in all matters related to the Game.

8. Prizes and Odds of Winning:

HARDEE'S PRIZES :

Prizes:

- o Eligible after nine (9) Check-ins

§ Forty-five (45): \$5 Hardee's® gift card. Approximate Retail Value ("ARV"): \$5.00 each.

o Eligible after Seventeen (17) Check-ins

§ Forty-five (45): \$20 Hardee's® gift card. ARV: \$20.00 each.

Alternately, spins may contain one (1) of the following coupons ("Special Offers"): Free Small Hash Rounds® with Any Breakfast Purchase; Free Hash Rounds® with Any Breakfast Purchase; Free Minute Maid® Orange Juice with Any Breakfast Purchase; Free Sausage & Egg Biscuit with Purchase of a Sausage & Egg Biscuit; Free Small Coffee & Hash Rounds® with Purchase of a Breakfast Burrito; Free Cinnamon 'N' Raisin™ Biscuit with Any Breakfast Purchase; Free Little Thickburger with Any Purchase; Free Small Beverage with Any Purchase; Free Small Fries with Any Purchase; Free Small Fries & Small Beverage with Purchase of any Southwest Patty Melt; Free Small Fries & Small Beverage with Purchase of 5 pc. Hand-Breaded Chicken Tenders™; \$1 Off Vanilla Shake or Malt; Free 1/3 Lb. Original Thickburger® with Purchase of a 1/3 Lb. Original Thickburger®; Purchase a Small Combo & Upgrade to Large for Free; or Free Turkey Burger with Purchase of Turkey Burger.

For electronic Prizes : The ARV of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

For all Prizes and Offers : Terms and conditions of gift cards and coupons apply. Specific Special Offers subject to change without notice in Sponsor's sole discretion. In the event a Special Offer is removed for any reason, a different Special Offer will be made available in its place. Odds of winning a Game prize depend on the number of prizes available divided by the number of eligible Game plays. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. **TOTAL APPROXIMATE RETAIL VALUE (ARV) OF ALL PRIZES: \$1,125.00.**

Odds: Odds of winning all prizes depend upon the number of eligible entries received and the number of prizes remaining at the time of play. Odds of winning a prize also depend upon the number of check-ins completed at the time of play.

9. Publicity: Except where prohibited, participation in the Game constitutes entrant's consent to Sponsor's use of entrant's name, likeness, photograph, voice, opinions, biographical information, prize information, hometown, and state for promotional purposes in any media without further payment or consideration (including, but not limited to, public posting of such information in restaurant locations).

10. General Conditions: Sponsor reserves the right to cancel or modify the Game if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Game, as determined by Sponsor in its sole discretion. In such event, Sponsor shall award all prizes valued at \$25 or more at random from among the eligible entries received up to the time of the impairment. (In the event of such random drawing, prizes that require entrants to complete a certain number of check-ins in order to be eligible to win will be awarded by a random drawing from among all eligible entrants who have completed at least nine (9) check-ins). Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Game, or to be acting in violation of these Official Rules or those of any other Promotion, or in an unsportsmanlike or disruptive manner. Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. Entry material/data that has

been tampered with or altered is void. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Game is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Release: By participating in the Game and/or receipt of any prize, winner agrees to release and hold harmless Carl Karcher Enterprises, Inc., Hardee's Food Systems, Inc., Apple, Inc., Google Inc., 72andSunny, L.P. and each of their respective parents, subsidiaries, affiliates, related companies, advertising and promotion agencies and suppliers and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

12. Limitations of Liability : The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or the Game; (4) technical or human error which may occur in the administration of the Game or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from downloading the Application, entrant's participation in the Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Game, provided that, if it is not possible to award another entry due to discontinuance of the Game for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Game or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively in the State of California, County of Orange; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Game but in no event attorneys' fees; and (iii) 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Game, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of

California.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.hardees.com/privacy>).

15. Winner List: Winner List requests will only be accepted after the promotion end date (listed above) and no later than May 6, 2013. For the Winner List, send an email with subject line: "The Happy Star Rewards-Hardee's Winner List Request," to digital@ckr.com.

The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Google Inc. or Apple, Inc.

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Happy Star Rewards™ Hardee's

Abbreviated Rules

Without Official Rules Hyperlink

NO PURCHASE NECESSARY. Open only to legal residents of the 50 United States (D.C.) (excluding NY, RI, states without any Carl's Jr. or Hardee's restaurants and where prohibited) 18 years or older. To play and for deadlines, prize descriptions, odds and Official Rules, visit www.happystarrewards.com. Sponsor: Hardee's Food Systems, Inc.

With Official Rules Hyperlink

NO PURCHASE NECESSARY. Open only to legal residents of the 50 United States (D.C.) (excluding NY, RI, states without any Carl's Jr. or Hardee's restaurants and where prohibited) 18 years or older. See Official Rules for details including deadlines, prize descriptions and odds. Sponsor: Hardee's Food Systems, Inc.

EXHIBIT E

DECLARATION OF TORY E. GRIFFIN

EXHIBIT E

**DIET PEPSI LOVE EVERY SIP INSTANT WIN GAME
OFFICIAL RULES**

NO PURCHASE NECESSARY. GAME OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE (19 IN AL OR NE) OR OLDER. VOID WHERE PROHIBITED.

- PROMOTION END:** The Diet Pepsi Love Every Sip Instant Win Game (the "Promotion") is scheduled to begin at 12:00:00 p.m. ET (noon) on March 1, 2013 and end at 11:59:59 p.m. ET on April 1, 2013 (the "Promotion Period").
- HOW TO PLAY:** There are three (3) periods in which to engage in a Game Play (see Rule 3 below for prize periods). During the Promotion Period, visit dietpepsi.com (the "Web Site"), logon using your Facebook® account (or create a Facebook account and logon if you do not already have one). If you are not registered on the Web Site for the Promotion, you will be required to complete the registration page before playing the game. By successfully registering, you will receive one (1) game play (the "Game Play"). After the Game Play, a win or lose "Instant Win Game Play" message will appear indicating whether you are a potential Instant Win Game Prize Winner. The official judging organization will determine at random the order in which the prizes will be awarded for each day and throughout the Promotional Period. The odds of winning are set forth in Rule 3. Normal internet access and usage charges imposed by your internet service provider will apply. A day for purposes of the Promotion will run from 12:00:00 a.m. ET to 11:59:59 p.m. ET on a calendar day, with the exception of March 1, 2013 when a day will run from 12:00:00 p.m. ET to 11:59:59 p.m. ET. The computer clock of Sponsor's webmaster is the official timekeeping device of the Promotion.

By participating in the Promotion, you understand that you are providing your information to Sponsor and not Facebook. Further, you specifically agree to release Facebook from any and all liability associated with this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

- INSTANT WIN GAME PRIZE SCHEDULE:** During each Prize Period (defined in the table below) of the Promotion Period there will be one (1) Instant Win Game. All Game Plays must be completed by 11:59:59 p.m. ET by the end of that Prize Period, as shown below. Limit one (1) prize per person/household/e-mail address per Prize Period. Limit one (1) Game Play per person/e-mail address per day during the Promotion Period. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor or Administrator in their sole discretion) will be disqualified.

PRIZE PERIOD 1	Prize Description	Individual Prize Approximate Retail Value ("ARV")	Quantity Available	ARV	Total ARV
Mar 1, 2013 at 12:00:00 p.m. ET - Mar 12, 2013	Cost Plus World Market Gift Card*	\$20.00	25	\$500.00	\$4,222
	Anthropologie Gift Card**	\$500.00	1	\$500.00	
	Safe Haven Poster signed by Nicholas Sparks, Josh Duhamel, Julianne Hough and Cobie Smuthers.	\$25.00	2	\$50.00	
	Safe Haven Still Photograph,	\$25.00	1	\$25.00	

	Signed by Nicholas Sparks				
	Safe Haven Book	\$10.00	5	\$50.00	
	MollyMaid.com Maid Service Discount Gift Card**	\$100.00	10	\$1,000.00	
	SpaFinder Wellness Gift Card***	\$100.00	15	\$1,500.00	
	2-liter of Diet Pepsi	\$1.99	300	\$597.00	
PRIZE PERIOD 2	Prize Description	Individual Prize ARV	Quantity Available	ARV	Total ARV
Mar 13, 2013 - Mar 24, 2013	2-liter of Diet Pepsi	\$1.99	350	\$696.50	\$4,472
	MollyMaid.com Maid Service Discount Gift Card**	\$100.00	10	\$1,000.00	
	SpaFinder Wellness Gift Card***	\$100.00	15	\$1,500.00	
	Amazon.com Gift Card****	\$20.00	20	\$400.00	
	California Pizza Kitchen Gift Card***	\$25.00	25	\$625.00	
	Zappos.com Gift Card***	\$25.00	10	\$250.00	
PRIZE PERIOD 3	Prize Description	Individual Prize ARV	Quantity Available	ARV	Total ARV
Mar 25, 2013 - Apr 1, 2013	2-liter of Diet Pepsi	\$1.99	100	\$199.00	\$2,724
	Bloomingdale's Gift Card***	\$500.00	2	\$1,000.00	
	Sephora Gift Card*****	\$30.00	30	\$900.00	
	California Pizza Kitchen Gift Card***	\$25.00	25	\$625.00	

*World Market eGift Cards are valid for use online only at www.worldmarket.com, not valid for use in stores. Use of a World Market eGift Card constitutes acceptance of the following terms: This Cost Plus World Market eGift Card is redeemable for merchandise only and no change will be given. The card may not be redeemed for cash and is non-refundable, except where required by law. This eGift Card may not be used for payment on your World Market credit card account. Cost Plus World Market is not responsible for lost or stolen cards. Issued by Cost Plus World Market. This promotion is in no way sponsored, endorsed or administered by, or associated with, Cost Plus World Market.

**MollyMaid.com Maid Service Discount Gift Card is a discount valued at \$100 and may not cover the entire cost of service. Each gift card is subject to the terms and conditions set forth on the gift card and as set forth by the respective gift card issuer. A gift card may not be redeemed or exchanged for cash, except where required by law. A gift card will not be replaced or replenished if it is lost, stolen, damaged, destroyed, or used without the Prize Winner's permission and will be voided if altered or defaced. All trademarks are the property of their respective owners. This promotion is in no way sponsored, endorsed or administered by, or associated with, MollyMaid.com.

***Gift cards are subject to the terms and conditions set forth on the respective gift card and as set forth by the respective gift card issuer. A gift card may not be redeemed or exchanged for cash, except where required by law. A gift card will not be replaced or replenished if it is lost, stolen, damaged, destroyed, or used without the Prize Winner's permission and will be voided if altered or defaced. More information about how to use an Anthropologie Gift Card can be found at: http://www.anthropologie.com/anthro/common/giftcard_detail.jsp?id=GIFTCAR. More information about how to use a California Pizza Kitchen Gift Card can be found at: <http://www.cpk.com/faqs/gift-cards/>. Zappos.com Gift Card's terms and conditions can be found at: <http://www.zappos.com/c/gift-terms-conditions>. More information about how to use a SpaFinder Wellness Gift Card can be found at: <http://www.spafinder.com/faq>. More information about how to use a Bloomingdale's Gift Card can be found at: http://www1.bloomingdales.com/shop/gifts?id=3948&cm_sp=NAVIGATION_-_TOP_NAV_-_GIFTS_AND_GIFTCARDS. All trademarks are the property of their respective owners. This promotion is in no way sponsored, endorsed or administered by, or associated with, Anthropologie, Inc., SpaFinder Wellness, California Pizza Kitchen, Inc., Zappos.com, or Bloomingdale's, Inc.

****Amazon.com is not a sponsor of this promotion. Except as required by law, Amazon.com Gift Cards ("GCs") cannot be transferred for value or redeemed for cash. GCs may be used only for purchases of eligible goods on Amazon.com or certain of its affiliated websites. For complete terms and conditions, see www.amazon.com/gc-legal. GCs are issued by ACI Gift Cards, Inc., a Washington corporation. ©, ®, ™ Amazon.com Inc. and/or its affiliates, 2013. No expiration date or service fees.

*****Use of the Sephora Gift Card constitutes acceptance of the following terms: Card is redeemable for merchandise sold at Sephora stores, on Sephora.com, through the Sephora catalog or at Sephora Inside JCPenney stores for transactions in the United States. Card is not redeemable for cash except as required by law. This card does not expire and is valid until redeemed. Issuer is not responsible for lost, stolen, or damaged Cards or any unauthorized Card use. The value of this Card will not be replaced if the Card is lost, stolen, altered or destroyed. If your purchase exceeds the unused balance of the Card, you must pay the excess at the time of purchase. For Sephora store locations, to order, or for card balance, please visit Sephora.com or call 1.877.SEPHORA. Important Information: For redemption within a Sephora store or Sephora Inside JCPenney, the Gift Card must be given at the point of sale. For redemption on Sephora.com, the Gift Card number and PIN should be entered in the Gift Card field on the Payment Information page of the checkout process. Any unused balance will remain on the Gift Card. You can use the same Gift Card number for any unused balance. Gift Card may only be used to purchase merchandise and cannot be used to purchase other Gift Cards or online eGift Cards. Gift Cards may not be returned or exchanged. When returning products purchased with Gift Cards you will need to follow the standard in-store Sephora or Sephora.com Return Policy. For more information, visit: <http://www.sephora.com/customerService/customerServiceTemplate.jsp?mediaId=10800068#GiftFAQs>. This promotion is in no way sponsored, endorsed or administered by, or associated with, Sephora.

ODDS OF WINNING A PRIZE: In order for an Instant Win Game Play to result in the entrant being a potential Prize Winner, it must have occurred either at the exact randomly predetermined winning time as determined by Sponsor or its designee or, if no Instant Win Game Play has occurred at the exact randomly predetermined winning time, then it must be the Instant Win Game Play that occurred at the closest time immediately following the randomly predetermined winning time during the Prize Period or, if necessary, the next Prize Period. The number of Prizes available to be won will decrease during each Prize Period as Prizes are played for and/or claimed. In the event there are an insufficient amount of Game Plays during the Prize Period to award all of the Prizes those prizes, in Sponsor's sole and absolute discretion, may or may not be available to be won in the next Prize Period or another promotion. A purchase or payment will not increase, and will not impact in any way, an entrant's odds of winning a prize.

- 4. GENERAL PRIZE RESTRICTIONS AND LIMITATIONS:** Prizes are nontransferable and no prize substitution, exchange, or cash equivalent will be allowed, except by the Sponsor who reserves the right to substitute a prize of equal or greater value. All other costs and expenses not expressly set forth herein shall be solely the Prize Winner's responsibility. Each Prize Winner is solely responsible for any and all federal, state, and local taxes imposed on prizes. The total number of Prizes will not exceed the number of Prizes as set forth in the table in Rule 3, above. All Prizes will be awarded provided there are a sufficient number of eligible Winners. Prizes that are unclaimed, unredeemed or returned as undeliverable will not be awarded.
- 5. ELIGIBILITY:** You must be a legal resident of the United States residing in one (1) of the fifty (50) United States or District of Columbia and 18 years of age (19 in AL or NE) or older at the time of entry to be eligible to win. Employees of PepsiCo, Inc., Pepsi-Cola Company, Inc. and its bottlers, and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, and advertising, promotional or judging agencies ("Sponsor and Promotion Parties") and the immediate family members of such employees and/or persons living within the same household as such employees are not eligible to win.
- 6. GENERAL CONDITIONS:** Promotion is governed by the laws of the United States. These Official Rules and their performance will be binding on participant and their heirs, administrators, executor, successors and assigns. The construction, validity, interpretation and enforceability of the Official Rules will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules. As a condition of participating in this Promotion, participants agree that any and all disputes which cannot be resolved between the parties, 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, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with entering), and participants further waive all rights to have damages multiplied or increased. Any claim must be filed within one (1) year from the time the cause of action arose, or the cause of action shall be forever barred. Prize will be awarded and/or delivered only to an address within the United States and such address must be submitted by the Winner when registering for the Promotion. Unclaimed prizes will not be awarded. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Sponsor in its sole discretion. Void wherever prohibited or restricted by law. Prize winner will be solely responsible for paying all applicable federal, state and local taxes on prizes. If you do not receive a winning Instant Win Game Play message, then you did not have a winning Game Play and are not eligible for a prize. Proof of screen shot with winning message does not constitute proof of winning. Sponsor will not accept screen shots or other alleged evidence of winning in lieu of its Game Play verification process. You are not a winner until your potential winning Game Play has been verified by Administrator in accordance with these Official Rules, and you have fully complied with these Official Rules.
- 7. CONDUCT:** By participating in this Promotion, participants agree to be bound by these Official Rules and the decisions of Sponsor that shall be final and binding in all respects. These Official Rules are accessible from the Web Site throughout the Promotion Period. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the Game Play process or the operation of the Promotion or the Web Site; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. **LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof, or; (e) any injury or damage to participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion or download any materials in the Promotion. If, for any reason, the Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part.
9. **VERIFICATION:** All potential winning Game Plays are subject to verification at the sole discretion of Sponsor. Anti-fraud detection and other devices may be used to verify winners. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these Official Rules for any reason whatsoever Sponsor may at its sole discretion cancel, suspend or modify the Promotion in whole or in part. For example, if due to mechanical or other error more prizes for a particular Prize Period are either made available and/or claimed than the number of prizes set forth in these Official Rules, then Sponsor may suspend prize awards for such prize and award any remaining unclaimed prizes (up to the total set forth in these Official Rules) in a random drawing from among all eligible prize claimants for that prize category as determined by Sponsor. Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered that a person has registered or attempted to register more than once using multiple e-mail addresses or residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive.
10. **WINNER NOTIFICATION:** Potential prize winners will be notified by e-mail at the e-mail address provided upon entry. Any e-mail, postal mail or prize which is returned as non-deliverable will result in disqualification. Sponsor is not responsible for e-mail, mail or prize returned as undeliverable. Allow 6 to 8 weeks for shipment of prize by mail following notification process. Prizes will only be delivered to addresses within the United States.
11. **RELEASE OF LIABILITY:** All winners, by acceptance of a prize, agree to release Sponsor and Promotion Parties from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for and/or participating in and/or traveling to and/or from any prize-related activity, or any typographical or other error in the Official Rules or the offering and announcement of prizes. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. The winner shall bear all risk of loss or damage to prize after it has been delivered. Upon request, winner must consent (and confirm such consent in writing) to the use of his/her name, voice, picture or other likeness without compensation for promotional purposes in all media as determined by Sponsor, except for residents of TN and where prohibited by law.
12. **WINNERS LIST:** To request a list of the Prize Winners, send a self-addressed, stamped, business-sized envelope postmarked by May 16, 2013, to The Diet Pepsi Love Every Sip Instant Win Game Winners List, P.O. Box 251328, West Bloomfield, MI 48325.
13. **SPONSOR:** Pepsi-Cola Company, Inc., 700 Anderson Hill Road, Purchase, NY 10577.

For questions or support related issues, please contact our helpdesk by [clicking here](#) or calling 1 (866) 870-5543.

EXHIBIT F

DECLARATION OF TORY E. GRIFFIN

EXHIBIT F

Irish Spring Legendary Giveaway Official Rules

Each text message, sent or received, may incur a charge as provided in your rate plan. Message and data rates may apply. If you enter via text-messaging, you will receive up to three (3) text messages in response to your entry. Text-messaging may not be available through all wireless carriers.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: Irish Spring Legendary Giveaway (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Colgate-Palmolive Company, Walgreens Co., ePrize, Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

2. Sponsor: Colgate-Palmolive Company, 300 Park Avenue, New York, NY 10022.
Administrator: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Promotion begins on February 24, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on March 30, 2013 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter: There are two (2) ways to enter/play.

- a. Online:** During the Promotion Period, visit www.legendarygiveaway.com and complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.
- b. Text:** During the Promotion Period, using a two-way text-messaging capable device, text IRISH to 30364. Text STOP to 30364 to opt-out. Text HELP for information. Each Text Message constitutes one (1) entry into the Sweepstakes and one (1) Instant Win Game play. If you are a potential winner of an Instant Win Game prize, the return text message that you receive will ask you to update your profile information via a URL. Potential

Instant Win Game winners have twenty-four (24) hours to provide their email address. Potential winners must visit the website described in the win email within seventy-two (72) hours of receiving the win email to complete an online prize fulfillment form. **If you enter via text-messaging, you will receive up to three (3) text messages in response to your entry. Message and data rates may apply. Entrants should contact their carrier for pricing plans and details. Check your owner's manual for specific text-messaging instructions. Text-messaging may not be available through all wireless carriers.**

Limit: Each entrant may enter/play one (1) time per day during the Promotion Period, regardless of method listed above. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes Grand Prize winner, from all eligible entries on or around April 1, 2013. Instant Win Game: One thousand fifty (1,050) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential Instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by mail, email or phone on or around April 1, 2013 and will be given instructions on how to claim the prize. The potential Grand Prize winner

(parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner is a minor in the state in which he or she resides, the documentation must be signed by that minor's parent or legal guardian on the minor's behalf. Winner's travel companion will also be required to sign a release prior to travel. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a Grand or First Prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed Second, Third, and Fourth Prizes will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

8. Prizes:

Sweepstakes Prize: ONE (1) GRAND PRIZE: A trip for two (2) to Dublin, Ireland. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Dublin, Ireland; five (5) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from airport and hotel; and \$250 spending money. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Trip subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Approximate Retail Value ("ARV"): \$7,000.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. Sponsor reserves the right to substitute a Prize of equal or greater value at its sole discretion. All fees, federal, state, local tax payments and reporting or other expenses relating to the use,

acceptance and possession of Prize are the sole responsibility of the winner. An IRS form 1099 will be filed on behalf of the winner for the retail value of the Prize.

Instant Win Game Prizes: ONE HUNDRED (100) FIRST PRIZES: A \$50 American Express gift card. ARV: \$50. ONE HUNDRED FIFTY (150) SECOND PRIZES: A \$25 American Express gift card. ARV: \$25. THREE HUNDRED (300) THIRD PRIZES: A \$10 iTunes gift card. ARV: \$10. FIVE HUNDRED (500) FOURTH PRIZES: A \$10 Walgreens gift card. ARV: \$10. Terms and conditions of gift cards apply. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$23,750.

9. Release: By receipt of any prize, winner agrees to release, indemnify and hold harmless Sponsor, ePrize, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize, including any travel related activities. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any

Incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (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, indirect, 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 the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Administration: All decisions of the Sponsor, Administrator regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical or printing or other errors, administration of the Sweepstakes, the announcement of the Prizes or other inadvertent errors in these Official Rules or other materials relating to the Sweepstakes.

15. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.colgate.com/app/Colgate/US/Corp/LegalPrivacy.cvsp>) and Administrator's Privacy Policy <http://www.eprize.com/privacy-policy>.

16. Winner List: For a winner list, visit <http://bit.ly/TwTHSI>. The winner list will be posted after winner confirmation is complete.

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EXHIBIT G

DECLARATION OF TORY E. GRIFFIN

EXHIBIT G

Welcome to CVS.com | [Sign In](#) or [Create an Acc](#)

Get the scoop on the day's hot sale with Deal of the Day emails. [Sign Up N](#)



Seal

CVS Pharmacy Twitter-based Promotions Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF W

1. Eligibility: The CVS Pharmacy Twitter-based Chance Based Promotions, which may include random drawings or "first to re: only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the who are followers of http://twitter.com/CVS_Extra and <http://twitter.com/cvsbeautyclub> (the "Feed"). Obtaining a Twitter a: Employees of CVS Pharmacy, Inc., its parent and affiliate companies, and any immediate family (spouse, parents, siblings and employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Parti agreement to these Official Rules and Sponsor decisions, which are final and binding in all matters related to the Sweepstakes requirements set forth herein.

2. Sponsor: CVS Pharmacy, Inc., 1 CVS Drive, Woonsocket, RI 02895.

3. Timing: The Sweepstakes ends on the date stated in the tweet containing the Sweepstakes offer (the time when the promot Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: At the beginning of the Promotion Period, Sponsor will post a tweet to the Feed. Participants will be asked to applicable), and include in their post a specific hashtag specified in the tweet announcement of the Sweepstakes so that Spons Sweepstakes. Doing this will generate one (1) entry into the Sweepstakes. Any participant who posts after the close of the Prc Sweepstakes. Limit: Each participant may obtain only one (1) entry into the Sweepstakes. Multiple entrants are not permitted entrant to obtain more than the stated number of entries by using multiple/different Twitter accounts, identities, registrations and entrant's entries and that entrant may be disqualified from the entire Sweepstakes. Use of any automated system to participate the event of a dispute as to any registration, the authorized account holder of the Twitter account used to register will be deemed account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being

5. Winner Selection: For random drawings: At the close of the Promotion Period, Sponsor will randomly select the designate announcement of the Sweepstakes as the potential winner(s) of the Sweepstakes. The odds of winning depend upon the nurr winner(s) will be notified by a direct message ("DM") on Twitter. If the potential winner does not respond within forty eight (48) requested by the DM, he/she forfeits prize. Any forfeited prize will not be awarded. For first to tweet/retweet/respond contests tweet announcement (e.g., "be first 5 to retweet. . .") Sponsor will confirm the winners and notify them by a DM on Twitter. If t eight (48) hours of the DM, or does not respond in full as requested by the DM, he/she forfeits prize. Any forfeited prize will not person per Sweepstakes.

6. Prizes: The prize(s) along with the number, description and value are set forth in the tweet announcement of the Sweepstak Sponsor by the potential winner via DM approximately 6-8 weeks after the close of the Sweepstakes.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, su agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, emp Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or los: Sweepstakes or receipt or use or misuse of any prize.



EXHIBIT H

DECLARATION OF TORY E. GRIFFIN

EXHIBIT H



February-April Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Sweepstakes may only be entered in or from the 50 United States, the District of Columbia and Puerto Rico. Entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States, the District of Columbia or in Puerto Rico.

1. How to Enter

There are three ways to enter: (a) Make a purchase (of any amount) at a participating Walmart retail location between February 1, 2013 and April 30, 2013, be the recipient of a survey invitation on your cash register receipt, log onto the website on the top of your Walmart cash register receipt (www.survey.walmart.com) between 12:00:01am Central Time (CT) on February 1, 2013 and 11:59:59pm CT on April 30, 2013, enter the unique code on your cash register receipt, complete the survey and click the "submit" button. (b) Go to the on-line address www.entry.survey.walmart.com and complete the entry form with your complete name, mailing address, phone number and age. All online entries must be received by April 30, 2013, 11:59 p.m. CT. (c) On a postcard (no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches), handwrite your complete name, mailing address, phone number and age and mail with proper postage to Q1 Wal-Mart Sweepstakes, PO Box 6246, Clear Lake, MN 55319. All mailed entries must be postmarked by April 30, 2013 and received by May 7, 2013. (c) On a postcard (no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches), handwrite your complete name, mailing address, phone number and age, and mail with proper postage to 2012 Walmart Sweepstakes, PO Box 6246, Clear Lake, MN 55319. All mailed entries must be postmarked by January 31, 2013 and received by February 7, 2013.

All entries become the sole and exclusive property of the Walmart Stores Inc. ("Sponsor") and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, misdirected, postage-due, technically corrupted or garbled entries or mail, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Start/End Dates

Sweepstakes begins at 12:00:01am CT on February 1, 2013 and ends at 11:59:59pm CT on April 30, 2013.

3. Eligibility

Participation open only to legal residents of the 50 United States, the District of Columbia or Puerto Rico, who are 18 or older as of date of entry. Void outside of the 50 United States, the District of Columbia or Puerto Rico, and where prohibited, taxed or restricted by law. Employees of Sponsors, its subsidiaries, their respective advertising and promotion agencies, and each such entity's immediate family members and/or those living in the same household of each are not eligible. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister-in-law, brother or brother-in-law. Sweepstakes may only be entered in or from the 50 United States, the District of Columbia or Puerto Rico, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

4. Random Drawing/Odds

Potential winners will be selected in a random drawing from all eligible entries received. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by a Sponsor representative on or about May 14, 2013. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

5. Prizes

Five (5) Grand Prizes will be awarded, each consisting of a Walmart gift card in the amount of \$1,000. Total retail value of all prizes to be awarded is \$5,000. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All Walmart gift card terms and conditions apply to the use of the prizes, and are incorporated herein by reference. Prizes will be distributed 8-10 weeks after confirmation of the affidavit is complete.

6. Notification

Potential winners will be notified by phone and UPS courier service or the United States Postal Service, and will be required to sign and return, where legal, a notarized Affidavit of Eligibility and Liability/Publicity Release within fourteen (14) days of prize notification. If any winner is considered a minor in his/her jurisdiction of residence, Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. After verification of the Affidavit, prize will be mailed using UPS courier services or United States Postal Service. If any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

7. Conditions

All federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or

additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of any prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified.

8. Additional Terms

In case of dispute as to the identity of any online entrant, entry will be declared made by the registered name and address on such entry. Any potential winner may be requested to provide Sponsor with proof that such person is the winner. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Use of Data

Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at https://survey.walmart.com/Surveys/WM/StoreTrak/Privacy_en.htm.

By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

10. List of Winners

To obtain a list of winners, send a self-addressed, stamped envelope by May 31, 2013 to: 2013 Wal-Mart February-April Sweepstakes, PO Box 6000, Clear Lake, MN 55319.

11. Sponsor

Wal-Mart Stores Inc. Bentonville, AR 72716-8611.

EXHIBIT I

DECLARATION OF TORY E. GRIFFIN

EXHIBIT I

Green Mountain Coffee® The Perfect Cup Sweeps
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. RESTRICTIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Eligibility: Green Mountain Coffee® The Perfect Cup Sweeps (the "Promotion") is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Green Mountain Coffee Roasters, Inc., ePrize, LLC, and their parent and affiliate companies or suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Instant Win Game and Sweepstakes are subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an Instant win game (the "Instant Win Game"). Internet access and valid email account necessary to enter and win.

2. Sponsor: Green Mountain Coffee Roasters, Inc., 33 Coffee Lane, Waterbury, VT 05676. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Promotion begins on April 1, 2011 at 12:00 a.m. Eastern Time ("ET") and ends on March, 31, 2013 at 11:59 p.m. ET (the "Promotion Period"). For purposes of this Promotion, a day begins at 12:00 a.m. ET and ends at 11:59 p.m. ET. The Promotion consists of two (2) entry periods (each an "Entry Period") as outlined in the chart below:

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Approximate Drawing Date
1	April 1, 2011	March 31, 2012	April 2, 2012
2	April 1, 2012	March 31, 2013	April 2, 2013

Administrator's computer is the official time keeping device for this Promotion.

4. How to Enter: During the Promotion Period, go to <http://www.perfectcupsweeps.com> and complete and submit the registration form including a valid home address and email address. P.O. Boxes are not permitted. You can also enter the Promotion through the Perfect Cup Sweeps application on the Facebook Platform or you can find the application on the Promotions tab on the Café Express® page on Facebook. By entering such information, you will automatically receive one (1) entry into the Sweepstakes drawing for the applicable Entry Period and one (1) Instant Win Game play for that day. You will then have the option to view the "fact of the day" and participate in a poll, or advance directly to the Instant Win Game. If you elect to participate in the poll, the results of the poll will not impact your chances of winning the Instant Win Game. Once on the Instant Win Game page, follow the links and instructions to play the game. Once you have played the game, the Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are

subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each participant may enter/play a maximum of one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. **Sweepstakes:** Administrator will randomly select the potential Sweepstakes winner, from all eligible entries received during each Entry Period on or around the dates listed in Section 3 above. Non-winning entries from Entry Period 1 will be included in the Entry Period 2 drawing. **Instant Win Game:** Seven hundred fifty-five (755) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. For the First Prize, one (1) winning time will be generated each calendar month during the Promotion Period; and for the Second Prize, one (1) winning time will be generated each day during the Promotion Period. During Entry Period 2 there will be fifty-three (53) additional random, computer-generated winning times, four (4) per calendar month. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential Sweepstakes winner will be notified by mail, email or phone. Except where prohibited, each potential Sweepstakes Grand Prize winner (parent/legal guardian if entrant is a minor in his/her state of residence) will be required to sign and return to ePrize, within ten (10) days of the date notice

is sent, an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited) in order to claim his/her prize. If a potential winner of any prize cannot be contacted, falls to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a Grand or First Prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will not be awarded. Unclaimed Second Prizes will not be awarded. Instant Win Game prizes will be fulfilled approximately 8-10 weeks after the randomly generated win time and the Sweepstakes prizes will be fulfilled approximately 8-10 weeks after winner confirmation.

8. Prizes:

- a. Sweepstakes Prizes:** ONE (1) ENTRY PERIOD 1 GRAND PRIZE: K-Cup packs for life awarded in the form of a Keurig® Platinum B70 Single-Cup Brewer, a twelve (12) month Signature Green Mountain Coffee K-Cup® Portion Pack Tour (Tour includes: two (2) boxes of K-Cups Signature coffees from Central and South America, Africa, and Indonesia; shipping and handling included), and a \$4,000 check. Approximate Retail Value ("ARV"): \$4,576.15. ONE (1) ENTRY PERIOD 2 GRAND PRIZE: K-Cup packs for life awarded in the form of a Keurig® Platinum B70 Single-Cup Brewer, two (2) boxes of K-Cup® packs every four (4) weeks for twelve (12) months (shipping and handling included), and a \$4,000 check. ARV: \$4,576.15. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during each Entry Period.
- b. Instant Win Game Prizes:** TWENTY-FOUR (24) FIRST PRIZES (one (1) per calendar month): One (1) Keurig® Brewer (Sponsor, in its sole discretion, to determine type of brewer). ARV: \$169.95. FIFTY-THREE (53) ENTRY PERIOD 2 FIRST PRIZES (four (4) per calendar month): One (1) Keurig® Brewer (Sponsor, in its sole discretion, to determine type of brewer). ARV: \$169.95. SEVEN HUNDRED THIRTY-ONE (731) SECOND PRIZES (one (1) per day): One (1) Green Mountain Coffee Regular Variety K-Cup® Portion Pack Sampler. ARV: \$19.90. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by the number of prizes available. Limit: One (1) Instant Win Game prize per person.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all federal, state, local and sales taxes and any costs, expenses or fees whatsoever associated with prize receipt and/or use not specifically provided for herein. TOTAL ARV OF ALL PRIZES: \$36,955.30.

9. Release: By participating in this Promotion, entrant agrees to and does hereby release and hold harmless Sponsor, Facebook, Inc., ePrize, LLC, and their respective

subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide in perpetuity, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes or Instant Win Game play, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. SOME STATES DO NOT PERMIT LIMITATIONS OF LIABILITY AND THESE LIMITATIONS MAY NOT APPLY TO YOU.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all

disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan and entrant will not contest personal or subject matter jurisdiction in such courts; (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; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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; and (4) entrant will not seek, and hereby waives all rights to, a trial by jury. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject to the ePrize Privacy Policy (<http://www.eprize.com/privacy-policy>) and the Sponsor's Privacy Policy (<http://www.greenmountaincoffee.com/privacy-policy.aspx>).

14. Winner List: For a winner list, visit <http://bit.ly/hlJSJR>. The winner list will be posted after winner confirmation is complete.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

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EXHIBIT J

DECLARATION OF TORY E. GRIFFIN

EXHIBIT J

2013 MY COKE REWARDS SWEEPSTAKES

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Introduction:** During the period beginning at 12:00 a.m. Eastern Time ("ET"), January 1, 2013 and ending at 11:59 p.m. ET, December 31, 2013 (the "Promotion Period") My Coke Rewards will offer multiple individual sweepstakes, each with a distinct start and end date (the "Individual Sweepstakes Period"), and prize(s) (each referred to as a "Sweepstakes"). Each Sweepstakes will begin at 12:00 a.m. ET and end at 11:59 p.m. (unless otherwise specified in the details governing any individual Sweepstakes). Each of these Sweepstakes may have a number of My Coke Rewards Points required for entry, subject to Rule 5c below. The individual Sweepstakes are all grouped together on the My Coke Rewards website: www.mycokerewards.com (the "Website"). The details for each individual Sweepstakes can be accessed by clicking on "Rewards Catalog" and then "Sweepstakes." For purposes of these Official Rules, these Sweepstakes individually and collectively are referred to as the "2013 My Coke Rewards Sweepstakes." These Official Rules and the individual Sweepstakes information section for each Sweepstakes together constitute the full Official Rules for the program and are subject to the My Coke Rewards Terms and Conditions listed on the "Rules" link at the bottom of the Website. The Administrator's computer is the official time-keeping device for each 2013 My Coke Rewards Sweepstakes.
- 2. Eligibility:** Each 2013 My Coke Rewards Sweepstakes is open only to My Coke Rewards members who are legal residents of one of the 50 United States (or the District of Columbia) who are 13 years of age or older at the time of entry (unless a different age or residency requirement is specified in the details governing any individual sweepstakes). Employees and non-employee workers of The Coca Cola Company, Coca Cola bottlers, ePrize, Inc., and their respective parent companies, subsidiaries, affiliates and agents, and those prize providers and agencies that are involved in the development or execution of the applicable individual 2013 My Coke Rewards Sweepstakes or any of its materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such ineligible person are not eligible. Each 2013 My Coke Rewards Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
- 3. Sponsor:** Each 2013 My Coke Rewards Sweepstakes is sponsored by Coca Cola North America, a division of The Coca Cola Company, One Coca Cola Plaza, Atlanta, GA 30313.
Administrator: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.
- 4. Agreement to Official Rules:** By participating in any of the 2013 My Coke Rewards Sweepstakes, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the 2013 My Coke Rewards Sweepstakes.

5. How to Enter :

a. Spend My Coke Rewards Points: During any Individual Sweepstakes Period, visit the Website and log in to your My Coke Rewards Account (herein referred to as an "Account"), (which may have been created through a Branded Site, as defined in the My Coke Rewards Terms and Conditions listed on the "Rules" link at the bottom of the Website) or other Coca Cola Company site (e.g. Sprite.com) if you already have one; only one account is permitted per person. If you do not yet have an Account, follow the onscreen directions to create one. (See Section #6 for details on becoming a My Coke Rewards member). Locate the list of "Sweepstakes" to see all of the available Sweepstakes. Click on the Sweepstakes you wish to enter, and follow the links and instructions to debit your Account by the required number of My Coke Rewards points for that Sweepstakes. You automatically will receive the pre-selected number of entries into the applicable Sweepstakes. During the Promotion Period, Sponsor may elect to operate individual 2013 My Coke Rewards Sweepstakes which do not require My Coke Rewards Points to enter, in which event you will automatically receive the pre-selected number of entries into the applicable Sweepstakes without debiting points.

b. Promotional Code Entry (when applicable): During any Individual Sweepstakes Period, obtain a Promotional Code by any method made available during the Promotion Period including but not limited to, digital advertising, email, magazine or in-store advertisement. Register/log in to your Account as indicated in 5(a) above, and follow the links and instructions to use the Promotional Code to obtain a sweepstakes entry (a "Bonus Entry"). You will receive 1 Bonus Entry for each eligible Code entered during the Individual Sweepstakes Period.

ALL BONUS ENTRIES WILL EXPIRE AT 11:59 P.M. ET ON THE 5TH CALENDAR DAY FOLLOWING THE DAY ON WHICH YOU RECEIVED THE ENTRY.

c. Free Method of Entry: During any Individual Sweepstakes Period, hand print your name, address, phone number, My Coke Rewards username (email address), age, and the title of the sweepstakes you wish to enter (as set forth on the list of "Sweepstakes") on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "2013 My Coke Rewards Sweepstakes – Free Entry" and write the title of the sweepstakes that you wish to enter on the envelope, c/o ePrize, Inc., P.O. Box 5996, Dept. 580902, Kalamazoo, MI 49003-5996. For each mailed-in entry, you will receive 1 entry into the individual sweepstakes indicated on your entry card and envelope. Limit: 1 entry per envelope. All mail-in entries must be handwritten, become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified. All mail-in entries must be postmarked and received by the dates set forth in the details of each individual 2013 My Coke Rewards Sweepstakes accessed from the "Sweepstakes" section of the Website.

For All Entries: Limit: Each participant may submit up to 100 entries per calendar day across all individual 2013 My Coke Rewards Sweepstakes by any method or combination of methods of entry, and allocate those entries as he/she wishes (e.g., 30 entries in each of 3 of the individual sweepstakes and 10 entries in a 4th, totaling 100). Any attempt by any participant to obtain more than the stated maximum number of entries by using multiple/different My Coke Rewards

Accounts, email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified from the 2013 My Coke Rewards Sweepstakes and any of the Sponsor's other promotions. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. When a participant redeems points to enter a 2013 Sweepstakes, he or she will need to have a valid physical address linked to his or her Account. If a participant does not provide a physical address when required, or if his or her email address is deemed to be invalid, Sponsor reserves the right not to invalidate the entry, and/or to lock Enrollee's Account, in its sole discretion.

6. **How to Join My Coke Rewards:** Visit the Website and click on the "Register Now" or Facebook Connect link on the top of the page and follow the onscreen instructions to register as a My Coke Rewards member and create an Account. To become a member, you must have a unique, valid email address and meet eligibility requirements. Limit: 1 My Coke Rewards Account per person. Accounts cannot be shared and an individual may not have more than one Account.
7. **Drawings:** On or about the drawing date set forth in the details of each individual 2013 My Coke Rewards Sweepstakes, the Administrator will select the potential winner(s) for each individual Sweepstakes in a random drawing from all eligible entries received for that Sweepstakes. Each potential winner will be notified by email, mail or phone. The odds of winning a particular prize depend on the number of eligible entries received for the applicable individual Sweepstakes.
8. **Requirements of Potential Winners:** Potential winners must continue to comply with the Official Rules and winning is contingent upon fulfilling all requirements. Each potential winner of a prize valued at \$600 or greater (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return, within 5 days of the date notice is given (unless otherwise indicated by Administrator), a Declaration of Compliance, Liability and Publicity Release (the "Declaration") (except where prohibited) in order to claim his/her prize and fulfill any such other requirements as determined by Administrator. If a potential winner cannot be contacted, does not respond, or fails to sign and return the Declaration (if applicable) within the required time period, the potential winner may be disqualified and forfeits the prize. In the event that a potential winner of a prize valued at more than \$25 is disqualified for any reason, Administrator may select an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternates, if time permits. If all potential alternate winners are disqualified for a prize, no further drawings will take place and that prize will not be awarded. Unclaimed prizes valued at \$25 or less will not be awarded.
9. **Individual Sweepstakes:** The Sweepstakes, starting, ending, postmarked/received by, and drawing dates/times, the prize descriptions, age requirements (if they differ from standard 13), other requirements that differ from standard requirements and other information for each individual Sweepstakes are set forth in the details of each individual 2013 My Coke Rewards Sweepstakes. Prizes consist only of those items and/or services specifically described as part of the prize. No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize for one of equal or

greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

10. **Publicity:** Except where prohibited, participation in any of the 2013 My Coke Rewards Sweepstakes constitutes entrant's consent for the Sponsor, applicable prize providers and their respective designees to use entrant's first and last name, likeness, prize information, city and state of residence, and any comments, testimonials or other feedback related to any prize or entrant's Sweepstakes experience, whether written or oral, for promotional purposes in any media without further consideration.
11. **General Conditions:** In the event that the operation, security, or administration of any of the individual 2013 My Coke Rewards Sweepstakes is impaired in any way for any reason, including, but not limited to, fraud, human error, virus or other technical problems, the Sponsor may, in its sole discretion, either: (a) modify the 2013 My Coke Rewards Sweepstakes in a manner that best conforms to the spirit of these Official Rules without suspending it; (b) suspend the 2013 My Coke Rewards Sweepstakes to address the impairment and then resume the 2013 My Coke Rewards Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (c) cancel the 2013 My Coke Rewards Sweepstakes and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the 2013 My Coke Rewards Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner, from participation in the 2013 My Coke Rewards Sweepstakes or any other promotions sponsored by Coca Cola North America, a division of The Coca Cola Company. Any attempt by any person to undermine the legitimate operation of any part of the 2013 My Coke Rewards Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
12. **Release and Limitations of Liability:** Except where prohibited, by participating in a 2013 My Coke Rewards Sweepstakes, each entrant agrees to release and hold harmless The Coca Cola Company, Coca Cola bottlers, ePrize, Inc., and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, providers and their respective agents and agencies, officers, directors, and employees (the "Released Parties") from and against any claim or cause of action arising out of participation in any 2013 My Coke Rewards Sweepstakes or receipt, use or misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the 2013 My Coke Rewards Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, cellular, or network lines; (c) printing errors; (d) errors in the administration of any 2013 My Coke Rewards Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail or email; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the 2013 My Coke Rewards Sweepstakes or receipt, use or misuse of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the 2013 My Coke Rewards Sweepstakes and in no event shall the

Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the 2013 My Coke Rewards Sweepstakes, if it is possible. If the 2013 My Coke Rewards Sweepstakes has been discontinued for any reason, Sponsor, in its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes for any individual sweepstakes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in any individual Sweepstakes to be claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. **Disputes:** Each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the 2013 My Coke Rewards Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any 2013 My Coke Rewards Sweepstakes, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the 2013 My Coke Rewards Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
14. **2013 My Coke Rewards Sweepstakes Results:** [Click here](#) for a list of confirmed winners to date, or send an email with the specific prize name and the Subject Line: "2013 My Coke Rewards Sweepstakes Win List Request" to WinListRequests@eprizefulfillment.com. Requests must be received by May 1, 2014.

EXHIBIT K

DECLARATION OF TORY E. GRIFFIN

EXHIBIT K

**FedEx Ship on the Fly Sweepstakes ("Sweepstakes") Official Rules
No Purchase Necessary to Enter or to Win. You have not yet won.**

- 1. Eligibility:** The Sweepstakes is open to legal residents of the 48 contiguous United States and the District of Columbia, who are 18 years of age or older as of date of entry and who as of December 5, 2012 have a mobile device with wireless service necessary to download and use mobile applications ("Device"). Employees, directors, officers, agents, suppliers, and promotional agencies and their immediate family members and/or those living in the same household of FedEx Corporate Services, Inc. ("Sponsor"), Don Jagoda Associates, Inc. ("Administrator"), and each of their respective parent, subsidiary and affiliate companies are not eligible for the Sweepstakes. This Sweepstakes is void outside the 48 contiguous United States and the District of Columbia and wherever prohibited and subject to all federal, state and local laws. Eligible persons who participate in the Sweepstakes will be referred to as "Participant", "you" or "your" in these Rules.
- 2. Sweepstakes Period:** The Sweepstakes begins at 12:00:00 a.m. Eastern Time ("ET") on December 6, 2012, and ends at 11:59:59 p.m. ET on January 16, 2013 ("Sweepstakes Period"). For the purposes of this Sweepstakes, a "week" is defined as beginning at 12:00:00 a.m. ET each Thursday and ending at 11:59:59 p.m. ET each Wednesday.
- 3. How to Enter the Sweepstakes:** To enter on a Device: During the Sweepstakes Period, eligible Participants can visit m.fedex.com/us/ ("Site") on a Device and create a Mobile Shipping label. Upon creating the Mobile Shipping label, click "Complete Your Entry" and complete all required fields of the onscreen registration form to receive one (1) entry into that week's and all subsequent week's (if any) Weekly Prize random drawing(s) and the Grand Prize random drawing. Device entries must be received by 11:59:59 p.m. ET each Wednesday, to be eligible for that week's Weekly Prize random drawing, all subsequent Weekly Prize random drawings (if any) and the Grand Prize random drawing. To enter via mail: During the Sweepstakes Period, eligible Participants may earn one (1) entry into that week's and all subsequent week's (if any) Weekly Prize random drawing(s) and the Grand Prize random drawing without creating a Mobile Shipping label by hand-printing his/her full name, address, city, state, zip code, phone number, email address and date of birth on a 3" x 5" piece of paper and mailing it in a hand-addressed, stamped envelope, to: FedEx Ship on the Fly Sweepstakes Entries, P.O. Box 7831, Melville, NY 11775-7831. Limit one (1) mail-in entry per envelope. All mail-in entries must be complete to be eligible. Mail-in entries must be postmarked by each Wednesday and received by the following Wednesday to be included in that week's Weekly Prize random drawing and all subsequent week's (if any) Weekly Prize random drawings. Mail-in entries must be postmarked by January 16, 2013 and received by January 23, 2013 to be included in the last week's Weekly Prize random drawing and the Grand Prize random drawing. Mechanically reproduced or automated mail-in entries are not eligible.

Any attempt by any Participant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that Participant's entries and that Participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same email address. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, corrupted, postage due or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's mobile device (software or hardware), or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of a Participant on a Device, the authorized account holder of the email address used to enter will be deemed to be the Participant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and

ineligible to win. Limit five (5) entries per person/email address per day (as defined below), regardless of method of entry. For the purposes of this Sweepstakes, a "day" is defined as beginning at 12:00:00 a.m. ET each day and ending at 11:59:59 p.m. ET each day or the postmark date for mail-in entries. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. All entries become the property of the Sponsor and will not be returned.

- 4. Prizes, and Estimated Retail Values ("ERV"):** Grand Prize (1): Two (2) Sponsor-specified round-trip coach class air transportation tickets from the major airport nearest winner's residence to any destination within the 48 contiguous United States. The ERV of the Grand Prize is \$1,500.

Weekly Prizes [six (6) - one (1) per week]: A \$350 American Express gift card. The ERV of each Weekly Prize is \$350.

Limit one (1) Weekly Prize per person/email address. The Actual retail value ("ARV") of the Grand Prize may vary due to location of winner's residence, fare rates at time of travel and selected destination. Accommodations at selected destination not included as part of Grand Prize. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Gift cards are subject to restrictions and an expiration date may apply.

- 5. Random Drawings:** The Grand Prize winner will be selected in a random drawing on or about January 30, 2013, from among all eligible received. Odds of winning the Grand Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The Weekly Prize winners will be selected in separate random drawings the Wednesday following the mail-in entry receive by date beginning December 26, 2013 and ending January 30, 2013 from among all eligible Sweepstakes entries received/postmarked by the end of each week. Odds of winning a Weekly Prize will depend on the total number of eligible Sweepstakes entries received/postmarked by the end of each week. Drawings will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to this Sweepstakes. Prizes will be awarded and winners will be notified by email and/or phone. All Prize winner determinations will be made by Sponsor, whose decisions are final in all matters relating to the winner determination.

- 6. General Rules:** FedEx reserves the right to substitute a prize of equal or greater value if an advertised prize (or portion of prize) is unavailable. No substitution or transfer of prize by Participant is permitted. All taxes related to the acceptance of a prize are the sole responsibility of the winner, if applicable. Each Weekly Prize winner will be required to verify his/her mailing address via email within seven (7) days of notification attempt or prize will be forfeited and an alternate winner will be selected. Grand Prize winner will be required to execute and return an affidavit of eligibility and liability and publicity release (where legal) (collectively, the "Affidavit") within seven (7) days of attempted notification or the prize may be forfeited and an alternate winner will be selected. The Affidavit package will be sent via email. Grand Prize winner and his/her travel companion may be required to submit to a background check at Sponsor's discretion. Return of Grand Prize notification as undeliverable will result in disqualification and alternate selection. Grand Prize winner and travel companion must travel together and must have valid travel documents (i.e., valid photo ID) prior to departure. Grand Prize winner's travel companion (or parent or legal guardian if guest is a minor) may be required to execute a Release of Liability prior to departure. Airline carrier's regulations and conditions apply. Certain restrictions apply and blackout dates may apply. Grand Prize must be taken within one (1) year of prize award, or prize will be forfeited. In the event the air transportation is cancelled or postponed due to circumstances beyond Sponsor's control, Sponsor will award a prize of equal or greater value. FedEx and its agencies are not responsible for technical, hardware or software malfunctions; telephone failures of any kind; lost or unavailable network connections or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic or other communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes that may limit the ability to participate, or whether caused by any human error that may occur in the processing of the entries in the Sweepstakes. FedEx reserves the right to modify or cancel the Sweepstakes if it is technically corrupted in any way, at its sole discretion. In the event of cancellation, all prizes scheduled to be awarded prior to the date of cancellation will be awarded. Acceptance of a prize constitutes permission

to use winners' names for promotional purposes without further compensation or permission except where prohibited by law. FedEx and its parent company and their affiliates, their agencies, the Administrator and each of their officers, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or use of any prize that is awarded and assume no responsibility for any injury or damage to participants or to any other person's computer/Device relating to or resulting from entering this Sweepstakes. By participating in this Sweepstakes, each Participant agrees to be bound by the Official Rules and Regulations and the decisions of the Administrator/Sponsor.

7. **Data Protection/Privacy Policy:** Information collected by Sponsor in connection with this Sweepstakes may be used by Sponsor and shared with third parties involved in administration of the Sweepstakes in accordance with the online Privacy Policy posted on fedex.com/us/privacypolicy.html and applicable data protection laws. The Participant agrees to the collection, processing and storage of his/her personal data by Sponsor for purposes of the Sweepstakes.
8. **Winners:** For the names of the winners, available after March 1, 2013 through April 1, 2013, send a stamped, self-addressed envelope to: FedEx Ship on the Fly Sweepstakes Winners, P.O. Box 7999, Melville, NY 11775-7999.
9. **Sponsor/Administrator:** The Sponsor of the Sweepstakes is FedEx Corporate Services, Inc., 3640 Hacks Cross Road, Memphis, TN, 38125. The Administrator and Judge of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Dr., Melville, NY 11747.

EXHIBIT L

DECLARATION OF TORY E. GRIFFIN

EXHIBIT L

DOWNEY | BRAND
ATTORNEYS LLP

Tory E. Griffin
tgriffin@downeybrand.com
916/771-6224 Direct
916/771-6225 Fax

1420 Rocky Ridge Dr., Suite 250
Roseville, CA 95661
916/773-2100 Main
916/773-4004 Fax
downeybrand.com

March 11, 2013

BY FACSIMILE AND U.S. MAIL

Michael S. Lawson, City Attorney
City of Hayward
777 B St.
Hayward, CA 94501-5007

Re: Net Connection Hayward, LLC

Dear Mr. Lawson:

This firm represents Ron Doyle and Net Connection Hayward, LLC. I am in receipt of the Second Order to Cease and Desist directed to my clients, which was dated March 7, 2013 but was not hand-delivered to my clients until the afternoon of March 8, 2013. The letter requests an affirmative response from my clients within 72 hours that it will comply with the Cease and Desist Order, and threatens various legal actions for non-compliance.

This letter is to inform you that the Net Connection business at 778 B St. in Hayward will not open for business on Monday, March 11, 2013, and will remain closed for an undetermined period of time. By taking this action, my clients are not waiving any of their rights, and are in no way are conceding either that their business constitutes an illegal gambling operation or otherwise is a public nuisance.

Your March 7, 2013 letter specifically invites my clients to contact you regarding this matter if they have questions or concerns. Given the City's stated intent to further analyze the potential impacts of allowing businesses such as Net Connection's within the City limits, we construe the City's invitation as an offer to meet with my clients and discuss their concerns. The City's invitation in this regard is appreciated since both my clients' prior attorney Ms. Kathleen Finnerty and I have attempted to contact you to on multiple occasions to discuss this matter, but you unfortunately have not yet to returned any of those calls.

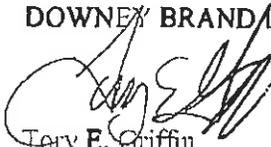
As you are aware from those messages as well as Mr. Doyle's prior correspondence to the City, we obviously have concerns about the City's actions that we would like to discuss with you, and we hereby renew our request to meet with you at your earliest convenience. We look forward to meeting you and your colleagues, and believe that such as meeting will be beneficial to all parties involved.

Michael S. Lawson, City Attorney
March 11, 2013
Page 2

We look forward to your prompt response.

Very truly yours,

DOWNEY BRAND LLP



Terry E. Griffin
1461251

EXHIBIT M

DECLARATION OF TORY E. GRIFFIN

EXHIBIT M

DOWNEY BRAND
ATTORNEYS LLP

Tory E. Griffin
tgriffin@downeybrand.com
916/771-6224 Direct
916/771-6225 Fax

1420 Rocky Ridge Dr., Suite 250
Roseville, CA 95661
916/773-2100 Main
916/773-4004 Fax
downeybrand.com

March 19, 2013

BY FACSIMILE

Michael S. Lawson, City Attorney
City of Hayward
777 B St.
Hayward, CA 94501-5007

Re: Net Connection Hayward, LLC

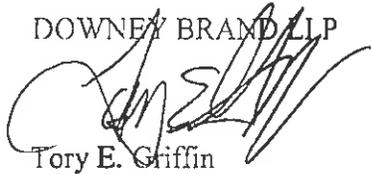
Dear Mr. Lawson:

This letter is to notify you that my client Net Connection Hayward, LLC, will be filing an ex parte application for a temporary restraining order and order to show cause re preliminary injunction against the City of Hayward today in the Northern District of California. A copy of Net Connection's Complaint, ex parte application, and memorandum of points and authorities are attached to this letter.

Because the exhibits in support of the motion are somewhat voluminous, I am not sending those by fax, but will be happy to e-mail them to you if you provide your e-mail address (which does not appear to be published on the City's website). In addition, all papers will be sent to you today by overnight mail. The assigned case number is C13-1212 JSC, so you may also download the papers from the court's website.

Very truly yours,

DOWNEY BRAND LLP



Tory E. Griffin

Enclosures

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DOWNEY BRAND LLP

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Downey Brand LLP, 1420 Rocky Ridge Dr., Suite 250, Roseville, California, 95661-2859. On March 19, 2013, I served the within document(s):

DECLARATION OF TORY E. GRIFFIN IN SUPPORT OF APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND ORDER TO SHOW CAUSE RE MOTION FOR PRELIMINARY INJUNCTION

- BY FAX:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- BY E-MAIL:** by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.
- BY MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Roseville, California addressed as set forth below.
- BY OVERNIGHT MAIL:** by U.S. Express Mail for delivery to the addressee(s) on the next business day.
- BY PERSONAL DELIVERY:** by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.

Michael S. Lawson
City Attorney
City of Hayward
777 B Street
Hayward, CA 94541-5007
Phone: (510) 583-4450
Facsimile: (510) 583-3660

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 19, 2013, at Roseville, California.

s/Janna Ruth
Janna Ruth

Exhibit D
to Letter to City of
Hayward City Council

SWEEPSTAKES SPONSOR	NO PURCHASE	INSTANT WIN	ADDITIONAL	USE OF COMPUTER	ALL ENTRIES	ALL PRIZES	
	NECESSARY	CONTEST	PURCHASE	OR ELECTRONIC DEVICES TO SUBMIT ENTRIES WITH ENTRY AND/OR REVEAL SWEEPSTAKES PRIZES	HAVE SAME CHANCE OF WINNING	ARE FINAL	
<i>Net Connection, LLC and Web Access, LLC</i>	immediate upon request or by mail	push a button	√	√	√	√	
<i>SanDisk Corporation</i>	immediate upon request or by mail	spin a wheel	√	√	√	√	
<i>General Mills Sales, Inc.</i>	immediate upon request	interactive game	√	√	√	√	
<i>McDonald's USA, LLC</i>	immediate upon request or by mail	spin a wheel; present winning game piece	√	√	√	√	
<i>Carl Karcher Enterprises</i>	immediate upon request	spin a wheel	X	√	√	√	
<i>PepsiCo, Inc., Pepsi-Cola Company, Inc.</i>	immediate upon request or by mail	log in through facebook	X	√	√	√	
<i>Colgate Palmolive Company</i>	immediate upon request	send a text; play interactive game	X	√	√	√	
<i>CVS Pharmacy</i>	immediate upon request or by mail	respond to twitter message	X	√	√	√	
<i>Green Mountain Coffee Roasters, Inc.</i>	immediate upon request or by mail	spin a wheel and match 3 like items	X	√	√	√	
<i>Wal-Mart Stores, Inc.</i>	immediate upon request or by mail	X	√	√	√	√	
<i>Coca-Cola North America (My Coke Rewards)</i>	immediate upon request or by mail	X	X	√	√	√	
<i>FedEx Corporate Services, Inc.</i>	immediate upon request or by mail	X	X	√	√	√	