

Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE LAWS AND REGULATIONS. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. OPEN TO US RESIDENTS 18 AND OLDER. INTERNET ACCESS REQUIRED.

The A&W Limeade Summer Concert Giveaway (the "Promotion") commences on 12:00:01 AM Eastern Time ("ET") on July 26th, 2009 and ends at 11:59:59 PM ET on October 3, 2009 (the "Promotion Period"). All entries ("Entries") must be received by 11:59:59 PM ET on October 3, 2009. Official Rules also available at your local participating A & W Restaurant.

Administrator/Sponsor: The Promotion shall be administered by Brandmovers, Inc. ("Administrator") and sponsored by A & W Restaurants, Inc. ("Sponsor").

Eligibility: Open only to legal US residents who are at least 18 years of age or older at time of entry. VOID ELSEWHERE AND WHERE PROHIBITED. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Administrator and Sponsor, and each of their respective parents, affiliated companies, subsidiaries, advertising and promotion agencies and third party fulfillment or judging agencies (collectively, the "Promotion Entities") are not eligible to enter the Promotion or win any prize.

How to Enter:

Go to www.awrestaurants.com (the "Website") during the Promotion Period to register for the online sweepstakes ("Online Sweepstakes") by following the on-screen instructions to: (a) register with Sponsor by completing all required fields contained on the Website ("Registration"); and (b) electronically agree and accept to these Official Rules (collectively, the "Online Sweepstakes Entry"). Limit one (1) Online Sweepstakes Entry per person ("Entrant"), per day. Any Entrant who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to enter multiple times in violation of applicable entry limitations may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all Entries made by, or associated with, the applicable Entrant. In the event of a dispute over who submitted an Online Sweepstakes Entry, the authorized subscriber of the e-mail account provided in connection with the Online Sweepstakes Entry, as of the actual time of entry, will be deemed to be the Entrant. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A selected, or potential winning "authorized account subscriber" may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the applicable Entry.

Prizes and Prize Notification:

Grand Prizes: There are exactly **three (3)** Concert Prize Package Giveaways (each a "Grand Prize") available to be won. Odds of winning a Grand Prize depend on the number of eligible Online Sweepstakes Entries received. Grand Prize winners will be determined by a random drawing to be held on or about the following dates: August 14, 2009, September 4, 2009, and October 5, 2009 and from among all eligible Online Sweepstakes Entries received. Non-winning entries from each drawing will be automatically added to the next scheduled drawing.

Each Concert Prize Package Giveaway has an ARV of \$2,200 and consists of:

Official Rules

- Two \$200 Ticketmaster® Gift Cards
- One \$1,000 Airline Voucher
- One \$500 Marriott Hotel Gift Card
- One \$500 VISA® branded prepaid card

Gift Card / Prepaid Card names are for purposes of prize description only and such use is not intended to suggest or imply the sponsorship, endorsement, or the approval of Marriott, Ticketmaster, or VISA for this Promotion. Marriott, Ticketmaster and VISA are not participants or sponsors of this Promotion.

The gift cards, prepaid cards and vouchers awarded pursuant to this Promotion shall be subject to the terms and conditions of the applicable certificates and cards, and the laws and regulations of the winner's jurisdiction of residence.

Grand Prize winners will be notified by email, phone, and/or mail within seven (7) days of the applicable drawing date. Grand Prize winners, and their parent or legal guardian if they are under the age of majority in their jurisdiction of residence, may be required to sign an affidavit of eligibility and release of publicity/liability ("Affidavit") (where legal) within seven (7) days. If a potential Grand Prize winner is under the age of majority in his/her jurisdiction of residence, a parent or legal guardian of the Grand Prize Winner must sign all required documentation as described in these Official Rules on behalf of the Grand Prize winner. If any mail is returned as undeliverable without a forwarding address, a potential Grand Prize winner cannot be contacted within seven (7) days of the first attempt to contact him/her, fails to return the signed Affidavit within seven (7) days, or if the potential Grand Prize winner is deemed ineligible for any other reason in Sponsor's sole discretion, the applicable Grand Prize will be forfeited, the potential Grand Prize winner will be disqualified, and an alternate Grand Prize winner will be selected in his/her place by random drawing amongst all remaining eligible Online Sweepstakes Entries received. For all Grand Prizes, three (3) alternate drawings will be held after which the applicable Grand Prize will remain un-awarded.

Each Grand Prize, if applicable, will be mailed to the address provided in connection with the winning Entrant's registration. All properly claimed Grand Prizes will be awarded and delivered to verified winners. Please allow 6 to 8 weeks for delivery. By accepting a Grand Prize, winners agree that Sponsor may use each winner's name, likeness, photograph and/or biographical information, without limitation, for promotional purposes without further consideration or payment, where permitted by law. All expenses not specified herein are the Grand Prize winners' responsibility. Taxes on and in connection with all Grand Prizes are winners sole responsibility; Sponsor or its designated agent may issue a Form 1099 to the Grand Prize winners.

Bonus Prizes: There are a total of six thousand (6000) Bonus Prizes (each a "Bonus Prize") available to be won in connection with the Promotion. A varying number of Bonus Prizes will be awarded each day during the Promotion Period, while supplies last, by random drawing from among all eligible Online Sweepstakes Entries received. No more than 6000 Bonus Prizes will be awarded. Bonus Prize Winners will be notified by email at the email address provided upon registration. The Bonus Prize consists of an alphanumeric pin code worth three (3) credits redeemable from Playphone® (ARV \$2.99). Credits are good for ringtones, true tones, wallpaper or games for a wireless web enabled cell phone. All downloads are for promotional use only, not for resale. Content availability may vary per cell phone. Some cell phones may not be supported. Credits are not exchangeable and have no cash value. Playphone is not a participant or sponsor of this Promotion. Prizes are not transferable. No prize, cash or other substitutions allowed except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Official Rules

Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

The total ARV of all prizes available to be won in this Promotion is \$24,540 USD.

General:

Sponsor reserves the right to refuse any Online Sweepstakes Entries deemed invalid or ineligible. Sponsor is not responsible for programming, coding, or production errors and Sponsor may rescind, cancel or revoke this Promotion based on any such error without liability at its sole discretion. If by reason of programming or other error, more prizes are claimed than the number set forth in these Official Rules, all Entrants making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded. In the event that this Promotion is challenged by any legal or regulatory authority (including but not limited to any federal or state governmental authority), Sponsor reserves the right to discontinue or modify the Promotion, as applicable, or to disqualify any Entrants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any Entrants who are disqualified due to such an action.

All personal information that Entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's full on-line privacy policy please visit <http://www.awrestaurants.com/footercontent/privacy.asp>. By entering this Promotion, each Entrant agrees that the Sponsor or Administrator have the right to contact Entrant by telephone, email or regular mail.

Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted to Sponsor or Administrator. Entrants agree to these Official Rules and to all decisions of Sponsor, or its designated agent, which are final and legally binding in all respects, and further agrees that all prizes are awarded upon the condition that the Promotion Entities, suppliers of materials, or any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents shall have no liability whatsoever and shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of any prize, or participation in this Promotion or participation in any Promotion-related activities and further acknowledges that said parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize, including but not limited to its merchantability, quality, mechanical condition or fitness for a particular purpose. As a condition of entering, Entrants agree that (1) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses, (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action and shall be resolved, if in the United States, exclusively by arbitration under the rules of the American Arbitration Association to be held in Louisville, Kentucky; (3) this Promotion, the Official Rules and any dispute related thereto shall be governed by, and construed in accordance with, as applicable, the laws of the State of Kentucky without giving effect to any choice of law or conflict of law rules; and (4) 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 attorney's fees. Sponsor reserves the right, in its sole discretion, without prior notice and at any time, and without liability, to cancel, terminate or suspend this Promotion should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, prize redemption, security, fairness or proper play of the Promotion (including

Official Rules

but not limited to attempts to hack into or otherwise tamper with underlying source code/programming). The Promotion Entities, suppliers of promotion materials or any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents are not responsible for hardware, software or telephone failures of any kind, traffic congestion on the Internet or at any website or any combination thereof, lost or unavailable cellular or network connections, incomplete, garbled or delayed computer or text transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Promotion or by technical or human error which may occur and/or which may damage a user's system or limit a Entrant's ability to participate and/or redeem prizes in the Promotion. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Promotion, violates these Official Rules or otherwise engages in fraudulent or offensive conduct with respect to this Promotion. Caution: Any attempt to deliberately damage any website 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 from any such Entrant to the fullest extent of the law.

Request for Names of Prize Winners and Official Rules For the names of the Prize Winners and/or Official Rules send a self-addressed stamped envelope to: A & W Sweepstakes, P.O. Box 723188, Atlanta, GA 31139. Winners list will be sent out after November 5, 2009.

SPONSOR: A & W Restaurants, Inc., 1441 Gardiner Lane, Louisville, KY 40213