

## RESTAURANT RESERVATIONS DOT COM, INC. GIFT CERTIFICATE GIVEAWAY

### OFFICIAL RULES

**NO PURCHASE NECESSARY. OPEN TO (A) LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND OLDER AND WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA AND WHO ARE REGISTERED MEMBERS OF WWW.RESTAURANTRESERVATIONS.COM. MEMBERS OF THE U.S. MILITARY WHO RESIDE AT APO/FPO ADDRESSES OUTSIDE OF THE U.S. AND WHO ARE REGISTERED MEMBERS OF WWW.RESTAURANTRESERVATIONS.COM ARE ALSO ELIGIBLE TO ENTER. VOID IN PUERTO RICO, THE PROVINCE OF QUEBEC, AND WHERE PROHIBITED.**

1. **ELIGIBILITY:** The RestaurantReservations.com Free Gift Certificate Giveaway (collectively the "Promotion") is open to legal residents of the fifty (50) United States and the District of Columbia, who are: 18 years of age or older; and who are confirmed registered members of **www.restaurantreservations.com** (collectively, the "RRDCI Site") at time of entry ("Eligible Participant"). Members of the U.S. Military who reside at APO/FPO addresses outside of the U.S. and who are registered members of **www.restaurantreservations.com** are also eligible to enter. Void in Puerto Rico, and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members, of Restaurant Reservations Dot Com, Inc., and its affiliates, subsidiaries, and divisions, Sponsor's advertising and promotion agencies, and participating restaurants, and other participating establishments, are not eligible to enter. Promotion is subject to all federal, state, local, and municipal laws. U.S. law governs this Promotion and personal jurisdiction shall exclusively be the state and federal courts located in New York City, New York.
2. **PROMOTION TIMING/DESCRIPTION:** The Promotion begins at 12:00:00 AM Eastern Standard Time ("EST") on 10/01/2008, and ends 11:59:59 PM EST on 9/30/2009 (the "Promotion Period"). **There will be monthly prizes of Gift Certificates to restaurants that are members of the Restaurant Reservations Dot Com, Inc. website, awarded to entrants during the Promotion Period.** The Gift Certificate has no cash equivalent. Substitution of prize by winner is not permitted. Sponsors reserve the right in their sole discretion to substitute any Gift Certificate with a Gift Certificate of comparable or greater value. In the event that the winner chooses not to accept his/her Gift Certificate, or is unable to be notified, an alternate winner will be randomly selected from all of the remaining entries. Winner is solely responsible for all applicable federal, state, and local taxes. Sponsor reserves the right to cancel this Promotion at any time without notice. Sponsor reserves the right to change the rules of this Promotion at any time without notice.
3. **HOW TO ENTER THE GIFT CERTIFICATE GIVEAWAY: YOU MUST BE A MEMBER OF THE RESTAURANTRESERVATIONS.COM WEBSITE TO WIN A FREE GIFT CERTIFICATE FOR A PARTICIPATING WWW.RESTAURANTRESERVATIONS.COM RESTAURANT. NOTE: MEMBERSHIP AND RESERVATION PRIVILEGES ON THE RRDCI WEBSITE IS FREE FOR DINERS.** To enter go to the **restaurantreservations.com** website and sign-in by entering your **restaurantreservations.com** User ID and Password. Then follow the link to the "**Gift Certificate Giveaway**" for a list of participating restaurants. Each reservation made at a participating restaurant via restaurantreservations.com will provide one entry each month to win a free gift certificate to a RRDCI participating restaurant during the Promotion Period. Restaurantreservations.com members are automatically entered in the giveaway each month. Reservations are not required to be entered into the Giveaway but each reservation provides another entry each month. Failure to honor the terms of service when making a reservation may disqualify you from the giveaway.
4. **PRIZE NOTIFICATION/DELIVERY:** Entrants will be notified by **e-mail** if they have potentially won (subject to the conditions specified herein) a free Gift Certificate to a participating **www.restaurantreservations.com** restaurant, within 30-90 days of the RRDCI random drawing. Certificates to RRDCI participating restaurants will be awarded by the Sponsor based upon availability. Directions on how to claim the prize will be included with the e-mailed notification. Entrants may be required to provide the (some/all) following items to claim his/her Gift Certificate:
  - a) A Completed Claim Form
  - b) An original receipt from the restaurant at which their reservation was made for that month maybe required:
    - (i) The receipt must match the date and time of the reservation made
      - Receipts will not be returned
  - c) Entrant must **mail** the specified items to the address provided on the claim form by the date specified in the notification.
    - (i) The envelope with the required items (as per e-mail notification) enclosed, must be **postmarked** no later than midnight of the due date specified in said notification.

5. The winner must use the gift certificate in accordance with the terms and conditions set forth by the participating restaurant.
6. Failure to comply with these rules will result in the forfeiture of the prize.
7. **AFFIDAVIT OF ELIGIBILITY AND RELEASE:** Each potential winner may be asked to execute an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within seven (7) days of attempted notification. Failure to return the affidavit and release within this time period may result in disqualification of a potential winner, and an alternate winner may be selected. Acceptance of a prize constitutes permission to Sponsor and its agents to use each winner's name, photo, voice, biographical information, and likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By participating in this Giveaway, entrants agree to be bound by these rules and the decisions of the judges and Giveaway Sponsors, which are final in all matters relating to this Giveaway. Giveaway Sponsors reserve the right to permanently disqualify from any Promotion any person it believes has intentionally violated these rules or otherwise tampered with any element of this Giveaway.
8. **FORCE MAJEURE:** The failure to comply with any provision of these official rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of either (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.
9. **CONDITIONS OF PARTICIPATION:** By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. Entrants must have valid e-mail address and it is entrant's responsibility to update Sponsor of any change in e-mail address. Entries that have been generated by a script, macro, bot, or any other automated means will be deemed void. By accepting a prize, winners consent to the use of their names, User IDs, images, likenesses, photo, voices, and biographical materials for advertising, publicity, and promotional purposes by Sponsor, or a party designated by the Sponsor, including but not limited to, any online announcements, without additional notice or compensation, except where prohibited by law. Entrants agree that any and all disputes shall be governed by the laws of the state of New York. Entrants agree that the conditions of submission set forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between entrants and Sponsor in connection with this Promotion. Winners agree to be contacted by the Sponsor via email and/or overnight mail and/or telephone and/or in person, at the sole discretion of the Sponsor, for interview purposes. Winners grant Sponsor the right to record these interviews (if conducted via telephone or in person) and use Winners' names, images, likenesses, photographs, voices and biographical materials, and video if applicable, for advertising, publicity and promotional purposes including posting the interviews on the Internet or for any other purpose or for any other online announcements, and/or for sharing the interviews with the press for viewing, whether TV or print, without additional compensation, unless prohibited by law. Winners shall receive no further compensation or credit for use of the interview, other than that disclosed in these rules. Sponsor shall have no obligation (express or implied) to develop, produce, distribute or otherwise exploit any interview, or continue the development, production, distribution, or exploitation thereof.
10. **LIMITATION OF LIABILITY:** ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS SPONSOR AND STROBE PROMOTIONS, INC. AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS AND SHAREHOLDERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THIS PROMOTION OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OR DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. PARTICIPANTS AGREE THAT SPONSOR HAS NOT MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE PROMOTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE RESTAURANTRESERVATIONS.COM SITE AND SPONSOR SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS. THE PROVISIONS REGARDING IMPLIED WARRANTIES ARE VOID IN SOME STATES WHERE IMPLIED WARRANTIES ARE PRESCRIBED BY LAW.
11. Releasees are not responsible for lost, late, illegible, damaged, or stolen entries or submissions, or problems of any kind, whether mechanical, human, or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in

this Promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Promotion. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Promotion, or modify these Official Rules at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Promotion. In such event, Sponsor may void any entries they suspect are at issue and award prizes from among all eligible entries received up to the date of cancellation. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR ANY ONLINE SERVICE RELATED TO THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate the rules or interfere with this Promotion in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Promotion. Any attempts by an individual to access any website associated with this competition via a bot script or other brute force attack or any other unauthorized means will result in the IP address and all entries from that IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

12. **LIST OF WINNERS.** A full list of winners will be made available on the **restaurantreservations.com website**
13. **GIVEAWAY ADMINISTRATOR AND SPONSOR:** Restaurant Reservations Dot Com Inc., Staten Island, New York.

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