



“2009 Johnny Rockets Pick N’ Win Academy of Country Music Awards” Sweepstakes

FULL OFFICIAL RULES

2009 Johnny Rockets Pick N’ Win Academy of Country Music Awards SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The “2009 Johnny Rockets Pick N’ Win Academy of Country Music Awards” (the "Sweepstakes") will begin at 12:00 a.m. Pacific Standard Time (“PST”) on Tuesday, February 10, 2009 ("Sweepstakes Start Date"), and ends at 11:59 p.m. Pacific Daylight Time (“PDT”) on Thursday, March 12, 2009 ("Sweepstakes Period"). Sweepstakes is sponsored by: The Johnny Rockets Group, Inc. 25550 Commercentre Drive, Suite 200, Lake Forest, CA 92630 (the "Sponsor"), who is solely responsible for all aspects of this Sweepstakes.

1. ELIGIBILITY: The Sweepstakes is open to legal residents of the United States (“U.S.”) and District of Columbia (“D.C.”) only excluding the states named below, and shall only be construed and evaluated according to the Official Sweepstakes Rules. You are not eligible to enter the Sweepstakes if you are: (i) a resident of Rhode Island, Hawaii, Alaska, Puerto Rico or other U.S. territories and possessions, (ii) not a legal U.S. resident; (iii) not at least 18 years of age as of February 10, 2009. Sponsor, its employees, officers and directors, its parent company, affiliates, subsidiaries, agents, advertising or promotions agencies, suppliers of promotion materials, internet promotion developers, judging or administration organizations, auditing or legal firms and other parties engaged in the production, promotion, administration or execution of the Promotion, redemption/recycling centers, or an owner/operator or person responsible for purchasing or promotion decisions at retailers that sell Sponsor products (collectively identified as, “Sweepstakes Entities”); as well as the immediate family members (parents, children, siblings, spouses) and/or persons living in the same household (whether related or not), are not eligible to participate in the Sweepstakes. All federal, state and local laws and regulations apply. **Void where prohibited.**

2. TWO WAYS TO ENTER: 1.) Enter online by going to <http://www.johnnyrockets.com> and filling out the Sweepstakes registration form with your name, date of birth, address (including ZIP code), home and cell phone numbers, and your email address. In addition, a participant must complete a short survey. Upon completion of the survey, click on “Submit” and you are automatically entered into the Sweepstakes. All online entries must be received by 11:59 p.m. PDT on March 12, 2009. Online entrants must have a valid email address. **Limit one entry per 24 hours (email time stamp**

determines 24 hrs). Sponsor reserves the right to disqualify any person or email address that submits more than maximum allowed entries. Incomplete entries will be voided. Proof of sending, or submission will not be deemed to be proof of receipt by Sponsor. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Administrator, which are final and binding in all matters relating to the Sweepstakes

2.) To enter by mail, without the survey obligation, you must hand print the name of the Sweepstakes, your name, address, city, state, zip code and day and evening telephone numbers with area code, and if available, your email address on a 3-1/2 " x 5 " postcard size and mail it in a **first class stamped** envelope to: The "2009 Johnny Rockets Pick N' Win Academy of Country Music Awards, "c/o 90 Rockwood Place. Rochester, NY 14610. **Limit is one (1) entry per day per household address.** By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the sole purpose of administering this Sweepstakes. Sweepstakes Entities are not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, misdirected, stolen, or postage-due registrations, entries or mail. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum allowed entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

In addition to completing entry requirements, eligible participants must be able to travel to Las Vegas, NV (at the expense of the Sponsor, as detailed in Prizes section) on April 5, 2009, to attend the 2009 Academy of Country Music Awards.

3. INTERNET LIMITATIONS OF LIABILITY: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sweepstakes Entities are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4. PRIZES: One (1) Grand Prize Winner receives a 2-night/3-day trip for two to MGM Grand, Las Vegas, NV and two (2) tickets to attend the Academy of Country Music Awards show, Sunday, April 5th, 2009. Approximate Retail Value ("ARV") \$2,050. In addition, the winner will receive one pair of Wrangler Jeans "ARV" \$100; one pair of Justin Boots "ARV" \$250; and two \$50 Johnny Rockets Gift Cards. Total "ARV" of Grand Prize \$2,500. Final and actual value of trip will be determined at time of booking and travel may be more or less depending on point of origin and ticket availability. Some restrictions apply.

5. TRIP & TICKETS PRIZE CONDITIONS: The trip prize includes a round trip, coach air transportation for winner and guest, from a major airport nearest to winner's U.S. residence as determined by

Sponsor in its sole discretion, and hotel accommodations (one room/double occupancy) for 3-days/2-nights at the luxurious MGM Grand in Las Vegas, NV. All travel arrangements must be made through a travel agent selected by Sponsor. Any winner who lives within a 200-mile radius of the MGM Grand hotel will not receive the air transportation portion of the prize, but a \$500 travel allowance. While prize suppliers will make every effort to confirm reservations as requested, operational and/or market conditions may prevent them from doing so on the requested dates. The prize must be executed on April 5, 2009. The winner agrees to accept the travel dates specified in the Sweepstakes. If the winner cannot travel on such dates, the prize will be forfeited. The Prize awarded consisting of products/services for two people require that you and your companion redeem the prize together. It is each winner's sole responsibility for winner and any guest to obtain and travel with the required documents. Winner and travel companion must execute liability/publicity release and travel companion waiver prior to issuance of travel documents. If travel companion is a minor, parent or legal guardian must sign and return release, as well as accompany minor on trip. Sponsor will not replace any lost, mutilated, or stolen travel vouchers or certificates. Once travel commences, no stopovers are permitted; if stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. All local, state and federal taxes are the sole responsibility of winner. The prize is subject to availability, advance reservations and other restrictions, including state, local and federal laws and limitations that may apply. Each winner will be responsible for all tips, gratuities, service charges, taxes, meals, ground transportation not specified, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long-distance telephone calls, site-seeing excursions and any other incidental costs or expenses not identified in these Official Rules. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. The total value of the airfare, hotel accommodations, and vacation extras cannot exceed \$2,500. The Prize is not exchangeable, transferable, or redeemable for cash. Sponsor is not responsible for cancellation or preemption of show/concert/event or for other circumstances that make it impractical or impossible to fulfill these elements of the prize. Sponsor reserves the right, at its sole discretion, to substitute any prize package with another prize of equal or greater value in the event that the advertised prize (or any component thereof) is not available. All decisions by Sponsor as to prizewinners and prizes are final.

5. DRAWING & NOTIFICATION: The potential Grand Prize Winner will be selected from among all eligible entries received, in a random drawing conducted, on or about March 17, 2009 by the Sweepstakes Administrator, an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning will depend on the total number of eligible entries received. Potential winners will be notified by phone and mail. Upon initial notification and verification of potential winners, confirmation will be sent to winners in writing via USPS mail, or other home delivery service of Sponsor's choice.

6. PRIZE CONDITIONS: Each winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. The value of the Prize may be taxable as income and the Winner is solely responsible for all matters relating to the Prize, including, but not limited to all applicable federal, state and local taxes that become due with respect to the Prize. The winners will be required to sign an Affidavit of Eligibility and Liability/Publicity Release, and return it within 14 days of written notification. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winner fails to return requisite documents within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, an alternate winner may be selected for the prize at issue. All taxes, if applicable, are the sole responsibility of the winner. The winner's entry and acceptance of the prize offered constitutes permission (except where prohibited) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation.

7. TERMS & CONDITIONS: This Sweepstakes is subject to all applicable federal, state, and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Sponsor, vendors associated with the Sweepstakes, and the respective officers and employees of these entries, from and against any claims, damages or liability due to any injuries, damages or losses

to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from acceptance, possession, use or misuse of any prize offered, or participation in this Sweepstakes. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the full extent of the law. **This Sweepstakes is void where prohibited.**

8. DISPUTES: Except where prohibited, as a condition of participating in this Sweepstakes, entrant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. The arbitration shall be conducted in the State of California, in the City of Lake Forest, County of Orange, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

9. WINNERS LIST/OFFICIAL RULES REQUEST: For the names and city/state of residence of prizewinners or a copy of these Official Rules send a self-addressed, stamped envelope postmarked by 4/20/09 and received by 4/24/09 Specifying Winners List or Official Rules request to: Compliance "Johnny Rockets Pick N' Win ACMA" Winners List, 106 Elm Street, Stonington, CT 06378. VT & WA residents may omit return postage.

10. SPONSOR: The Johnny Rockets Group, Inc. 25550 Commercentre Drive, Suite 200, Lake Forest, CA 92630