

**1. GENERAL. NO PURCHASE NECESSARY TO PARTICIPATE.** A purchase will not improve your chances of winning. By participating in this contest, sponsored by Sam Diego's the participant acknowledges and agrees to all of these Official Rules. Contest Period begins on **July 1<sup>st</sup>, 2010** and ends at a time to be decided in the future. All times in this contest refer to Eastern Standard Time. By participating in the contest, entrants agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are at its sole discretion and are binding and final. Failure to comply with these rules will result in disqualification from this contest.

**2. ELIGIBILITY.** The contest is open only to legal U.S. residents who are 18 years of age or older. Employees of the Sam Diego's, Inc. and Sam Diego's East, Inc., and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents, employees, advertising and promotion agencies and members of their immediate families (spouses, parents, children, and siblings and their spouses) of each of the foregoing are not eligible.

**3. HOW TO ENTER.** To enter, submit an entry via Sam Diego's Website.

The promotion period will begin on **July 1st, 2010 at 8:45 a.m.** and all entries must be submitted via Sam Diego's website portal. Limit one (1) entry per person/e-mail address per month. **You must include your name, address and phone number in your e-mail entry.** Winner will be chosen randomly from all entries received during the monthly period. The decision of the judges reviewing entries will be final and binding on all matters related to the Contest.

**4. PRIZE.** There will be one (1) prize issued per month. The prize will consist of a Gift Certificate for use in purchasing a meal for two (2) people "FOOD ONLY" redeemable at any of Sam Diego's locations and a pair of "ADMIT ONE" Movie Tickets, valid at Regal Cinemas, United Artist Theatres, or Edwards Theatres. ( Movie Tickets are not valid for the first 12 days of "selected" new release films. However, an Upgrade Fee may be paid at the box office for admission to these selected films. Surcharge Fees apply to all IMAX, RPX, Large Format and 3d films. Location Surcharge Fees may also be applied at selected theatres. Regal Entertainment Group reserves the right to change any Upgrade, Surcharge or Location Surcharge Fee without notice. Not valid for special events, private screenings or online ticket purchases. Must be redeemed at the theatre box office.)

The maximum value of the prize is not to exceed \$99.00. The prize cannot be exchanged for cash and there are no substitutions. Transfer of the prize is prohibited. All taxes and all other expenses, costs or fees, which could include parking and transportation, associated with the acceptance and/or use of the prize are the sole responsibility of the winner. The Sponsor reserves the right to substitute a similar prize of equal or greater value at its sole discretion

**5. WINNER.** One (1) individual winner will be chosen EACH MONTH after 5:00 p.m. on the first Friday following the prior month end and announced via posting on the Sponsor's official website [www.samdiegos.com](http://www.samdiegos.com) no later than 30 days from date of drawing. Announcements will also be made via the postings on the Sponsor's official website page, [www.samdiegos.com](http://www.samdiegos.com); AND via email correspondence to the email address and physical address supplied in the entry. In the event the winner does not respond to, mailings are returned, or fails to redeem their prize, NO alternative winner will be selected.

**6. CONDITIONS.** By entering, entrant agrees to follow the Official Rules of the promotion and to indemnify and hold harmless the Contest Entities (Sam Diego's, Inc and Sam Diego's East Inc.) against any and all liability, damages or causes of action (however named or described),

with respect to or arising out of either (i) entrant's participation; or (ii) the receipt or use of the prizes awarded in the contest. No substitution, cash equivalent or transfer of prize shall be permitted except at the Sponsor's option for a prize of comparable or greater value. All winners shall be solely responsible for all applicable federal, state and local taxes and any expenses associated with the prize, unless otherwise indicated. Void where prohibited or restricted.

**7. CHANCES.** Chances of winning depend on the number of valid entries received

**8. AGREEMENT.** Participants agree that the decisions of the Sponsor related to this contest are final. By participating in the contest, winner consents to the use of his or her names, likenesses and/or voices for any advertising or promotional purposes without further consent or compensation. Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of winner's name and/or likeness in any and all advertising promotions and other publicity conducted by Sam Diego's, and each of their respective parents, subsidiaries and affiliates, except where prohibited by law. Failure to comply with these requirements will result in disqualification and forfeiture of prize.

**9. DISQUALIFICATION.** Sam Diego's reserve the right in their sole discretion to disqualify any individual who tampers with the entry process, require the return of any prize or its value, and to cancel, terminate, modify or suspend the Contest. In which case, winners will be determined from the entries received prior to cancellation, termination, modification or suspension.

**10. DISCLAIMER.** By entering the contest, the entrant assumes all liability for any personal injury or damages caused or claimed to be caused by, arising out of or in connection with his or her participation in the contest and/or the acceptance and/or use of any prize, and hereby indemnifies, holds harmless and releases Sam Diego's and their respective parent companies, subsidiaries, affiliates, officers, directors, agents, and employees from any and all such liability. None Sam Diego's and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing, are responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this contest. Participation constitutes permission (except where prohibited by law) to use winner's name, city, state, likeness and/or voice for purposes of advertising, promotion and publicity without additional compensation.

**11. DISPUTES/CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Massachusetts, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Massachusetts law, without reference to Massachusetts' choice of law rules, governs the contest and all aspects related thereto.