

THE PEPSI SMASH SUPER BOWL SWEEPSTAKES AT HARD ROCK CAFE OFFICIAL RULES

NO PURCHASE NECESSARY. VOID IN FLORIDA AND NEW YORK AND WHERE PROHIBITED.

- 1. "THE PEPSI SMASH SUPER BOWL SWEEPSTAKES AT HARD ROCK CAFE" ("Sweepstakes" or "Contest"). Sweepstakes begins at 10:00 a.m. Eastern Standard Time ("EST") on December 22, 2005 and ends at 10:00 a.m. EST on January 20, 2006 ("Sweepstakes Period").
- HERE'S HOW TO ENTER: NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Enter your name, complete street address, age and daytime phone number on the official entry form at www.hardrock.com/estore/services/customer/pepsismash/. No responsibility is assumed for late, incomplete, misaddressed, or misdirected entries. No entries will be received via in-store, mail or facsimile. All entries must be submitted no later than January 20, 2006 at 10:00 a.m. EST. All patients became the property of later Deal: Ocf Interventional (UCD) here (UCD).
 - EST. All entries become the property of Hard Rock Cafe International (USA), Inc. (the "Sponsor") and will not be returned. Sweepstakes is limited to one entry per person per day. Multiple entries by persons using different e-mail addresses are prohibited. Sponsor will not verify receipt of entries.
- 3. PRIZES: One (1) Grand Prize will be awarded. Grand Prize includes a trip for two (2) to Detroit, two (2) tickets to the Pepsi Smash Super Bowl Concert and two (2) tickets to Super Bowl XL on February 5, 2006. Trip includes roundtrip airfare for two (2 people) to Detroit from the major gateway airport nearest winner's home, four (4) nights double occupancy hotel accommodations, invitations to the Pepsi Super Bowl Party, VIP passes to the Pepsi Smash Super Bowl Concert, ground transportation to and from hotel, game and party, and \$250 spending cash. Hotel and airport to be designated by Sponsor. Estimated retail value up to \$6,700 depending on winner's point of departure.
- 4. DRAWING: Prize winner will be selected in a random drawing from among all eligible entries received according to these rules. Drawing will be held on or about January 21, 2006 and will be conducted by a representative of Sponsor whose decisions shall be final and binding. Odds of winning depend upon the number of eligible entries received.
- 5. ELIGIBILITY: Sweepstakes is open to individuals who are legal residents of the United States, (excluding Florida and New York), who are of legal age of majority in their jurisdictions of residence (and at least 18 years of age) VOID IN THE STATES OF FLORIDA AND NEW YORK, AND OUTSIDE OF THE UNITED STATES. SWEEPSTAKES ALSO VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS. Employees of: 1) The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entitles") will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. The NFL Entitles have not offered or sponsored this sweepstakes in any way. 2) Pepsi-Cola Company and its bottlers, PepsiCo, Inc, (collectively "the "Pepsi Entitles"): 3) Sponsor: 4) Genesco Sports Enterprises: and their affiliated companies, parents, subsidiaries and advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents (collectively, "SWEEPSTAKES ENTITES"), and their immediate families and members of their households, are ineligible to participate in this Sweepstakes.
- 6. RESTRICTIONS: Tickets valid only on dates specified; no alternate dates available. Winner and guest must travel on the same itinerary. Parking, meals, gratuities and all other expenses not specifically mentioned herein are the winner's and their guest's responsibility. Sponsors assume no responsibility for canceled, delayed, suspended or rescheduled events. Sponsor reserves the right to select seating. Unused travel will be forfeited. If travel guest is a minor under the age of 18, prize winner must be minor's parent or legal guardian and must accompany minor at all times
- 7. GENERAL TERMS: No substitution of prize is offered; no transfer of prize to a third party is permitted. Sponsor reserves the right to award a prize of equal or greater value in the event the published prize is unavailable. Void wherever prohibited or restricted by law. Prize recipient will be solely responsible for paying all applicable federal, state and local taxes on prizes based upon the value of the prize as set forth in these rules. Grand Prize winner will receive an IRS Form 1099 for the full retail value of the prize as set forth in these rules. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsors and waive any right to claim any ambiguity in the Sweepstakes or these Official Rules. Any travel and transportation costs associated with collecting any prize will be the sole responsibility of the winner.
- 8. WINNER NOTIFICATION/RELEASES: Prize winner will be notified by telephone or mail within three (3) days of the drawing. Prize winner will be required to complete and return an affidavit of eligibility and liability/publicity release. All prizes must be claimed within three (3) days of notification to the designated address. In the event the affidavit and release is not returned within three (3) days prize may be forfeited and an alternate winner may be selected. Travel guest of prize winner may also be forfeited and an alternate winner may be selected if; (i) the mail is returned as undeliverable without a forwarding address, (ii) telephone notification is not confirmed to Sponsor within forty-eight (48) hours of the date of first attempt at telephone notification, or (iii) the winner cannot attend on the date specified. Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty,

PEPSI SMASH AT SUPER BOWL XL

THURSDAY NIGHT FEBRUARY 2, 2006

> AT THE STATE THEATER IN DETROIT

doors open at 6:30 p.m.





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 Sweepstakes; (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 Sweepstakes; (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 Sweepstakes 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 Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part.

- 9. Winner, by acceptance of a prize, agree to release, discharge, indemnify and hold harmless the SWEEPSTAKES ENTITIES from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses, including death, to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any prize-related activity. Except where prohibited by law, winners must consent to the use of their name, voice, picture or other likeness without compensation for promotional purposes without compensation as determined by Pepsi.
- 10. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prizes awarded. Sponsor makes no representations or warranties concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations apply. This Sweepstakes is subject to all applicable federal, state and local laws. Sweepstakes also void where restricted in a manner not satisfied by the publication of these terms and conditions on this website.
- 11. The NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this sweepstakes in any way.
- 12. WINNERS LIST/RULES: For a copy of the winners list or a copy of the Official Rules, send a #10, self-addressed, stamped envelope to: "THE PEPSI SMASH SUPER BOWL SWEEPSTAKES AT HARD ROCK CAFE" "Winners List" or "Rules Request", Attn: Customer Service, 6100 Old Park Lane, Orlando, FL 32835. Please specify rules or winners list. Winners list available after February 6, 2006. VT and WA residents may omit return postage. You may also visit www.hardrock.com and view the Official Rules.



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