

S c h l o t z s k y ' s 4 0 t h A n n i v e r s a r y
S w e e p s t a k e s
O f f i c i a l R u l e s

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Schlotzsky's 40th Anniversary Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Schlotzsky's Franchise LLC, FOCUS Brands Inc., or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sweepstakes consists of a sweepstakes for eligibility to win one (1) of forty (40) Grand Prizes of fifty-two (52) Schlotzsky's \$5 Gift Cards, valid only at participating Schlotzsky's restaurants.

2. Sponsor and Administrator: Schlotzsky's Franchise LLC, 301 Congress Ave., Ste 1100, Austin, Texas 78701.

3. Timing: The Sweepstakes begins on September 30, 2011 at 10:00 a.m. Central Standard Time ("CST") and ends on October 30, 2011 at 5:00 p.m. CST (the "Sweepstakes Period"). Administrator's computer is the official time keeping device for this Sweepstakes.

4. How to Enter: During the Sweepstakes Period, go to www.facebook.com/schlotzskys or www.schlotzskys.com and click the Fun tab or visit any participating Schlotzsky's restaurant to fill out and enter your registration form in-store. You can also mail or deliver your registration form to: Schlotzsky's 40th Anniversary Sweepstakes, 301 Congress Avenue, Suite 1100, Austin, TX 78701. You will receive one (1) entry into the Sweepstakes upon successful completion and submission of the registration form. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, and registrations, or any other methods will disqualify that participant. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor or Administrator and will not be returned. Administrator reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion.

5. Winner Selection: Drawing: Forty (40) winners will be randomly selected from all eligible entries received during the Sweepstakes Period. The drawing will be conducted on or about October 31, 2011. Each winner will win one (1) Grand Prize of fifty-two (52) Schlotzsky's \$5 Gift Cards, valid only at participating Schlotzsky's restaurants.

The potential winners will be notified by email or mail depending upon the contact information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within three (3) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to three (3) potential winners of the Grand Prize, in accordance with such procedure, and if there is still no confirmed winner of the prize in question after such attempts have been made, such prize may go unawarded. Each Grand Prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "Prize Claim Documents"). If a winner is not of legal age of majority in his or her state of residence (a "minor"), at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of the minor winner, or the parent or legal guardian of the minor winner will be required to ratify and sign the Prize Claim Documents. If any potential winner (or such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, such winner may be disqualified and an alternate winner may be selected.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

7. Prizes:

Grand Prize: Forty (40) Grand Prizes: 40 winners will receive a Grand Prize of 52 Schlotzsky's \$5 Gift Cards, valid only at participating Schlotzsky's restaurants. Approximate Retail Value ("ARV") of one Grand Prize is \$260 (ARV per Card is \$5). Any stated difference between the approximate value and actual value of Grand Prize or any substituted prize will not be awarded.

For All Prizes: One (1) Grand Prize per person. No cash equivalent for the prizes, prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$10,400.

All trademarks and service marks related to the prizes are the property of their respective owners and no sponsorship, endorsement or affiliation is implied by their use in these Official Rules or in the Sweepstakes.

8. Entry Conditions and Release: By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Administrator which are binding and

final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor and the Administrator and each of their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor and the Administrator from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winners' consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in its sole discretion. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes play, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production,

technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Texas State Court located in Travis County, Texas; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

13. WINNER LIST REQUEST: To request a copy of the winner list, please send a self-addressed, stamped business size envelope by January 31, 2012 to: "Schlotzsky's 40th Anniversary Sweepstakes," Winner List, 301 Congress Ave., Ste 1100, Austin, Texas 78701.

14. Entrant's Personal Information: By entering the Sweepstakes, all entrants agree to have their names and email addresses submitted to the Schlotzsky's email list for possible inclusion on future promotional emails, including Schlotzsky's Bun and Fun eClub.

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Abbreviated Rules

1. ABBREVIATED RULES for TV and Radio

NO PURCHASE NECESSARY. LEGAL RESIDENTS THE 50 UNITED STATES (D.C.) 18 AND OLDER. VOID WHERE PROHIBITED. Promotion ends October 30, 2011. For Official Rules, and complete details, visit www.schlotzskys.com. Sponsor: Schlotzsky's Franchise LLC.

2. ABBREVIATED RULES for Print

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 YEARS AND OLDER. VOID WHERE PROHIBITED. Promotion ends October 30, 2011. For Official Rules, visit www.schlotzskys.com or inquire within any participating Schlotzsky's restaurants. Sponsor: Schlotzsky's Franchise LLC, 301 Congress Avenue, Suite 1100, Austin, TX 78701.

3. Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends October 30, 2011. To play and for Official Rules, visit www.schlotzskys.com.

4. Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.) 18 years and older. Ends October 30, 2011. To play and for Official Rules, including prize descriptions visit www.schlotzskys.com. Void where prohibited.