



**SMASHED FRESH. SERVED DELICIOUS.**

**Smashburger® Cannondale Road Bike Promotion  
OFFICIAL RULES**

**No Purchase Required to Enter or Win**

**Purchase Will Not Improve Chances of Winning**

**Void Where Prohibited by Law**

1. **ABOUT THE PROMOTION:** During the period beginning 10:00 am eastern time (ET) on August 8, 2012 and ending at 11:59:59 pm ET on August 26, 2012 (the "Promotion Period"), eligible entries will be entered into a drawing (the "Grand Prize Drawing"). Eligible entries received during the entire Promotion Period will have a chance to win the Grand Prize as further described in these Official Rules.
2. **THE GRAND PRIZE DRAWING:** On or about August 27, 2012, the Sponsor will conduct a random drawing from all eligible entries received during the Promotion Period. One winner, randomly selected (the "Grand Prize Winner"), will receive one (1) Cannondale Road Bike (the "Grand Prize") having a retail value of approximately \$1,675. No substitutions are allowed, and taxes are not included. Taxes are the responsibility of the winner. Grand Prize cannot be converted to cash or substituted, but the Sponsor reserves the right to substitute cash or other items equal in value to the Grand Prize. Grand Prize Winner should receive the Grand Prize six (6) to eight (8) weeks after Sponsor determines that eligibility requirements and standards have been met and Sponsor has received all required documentation.
4. **ELIGIBILITY:** The Grand Prize Drawing is open only to legal residents of the 50 United States and the District of Columbia ("U.S.") who are 18 years of age or older at time of entry, who have "liked" the Smashburger Facebook page at the time of the Grand Prize Winner announcement, and who otherwise comply with these Official Rules. Employees, officers, directors, agents and contractors of Smashburger Franchising LLC, its parents, subsidiaries, affiliates, franchisees, advertising and promotion agencies, suppliers, and members of the immediate families (spouse, children, parents, siblings) and persons living in the same household (whether or not related) of such employees, officers, directors, agents and contractors are not eligible.
5. **HOW TO ENTER:** To enter, visit [www.facebook.com/Smashburger](http://www.facebook.com/Smashburger) for entry form, and enter the requested information, including your name, age and email address. Entrants must be the registered subscriber on the Facebook account from which the entry is made. Entries for the Grand Prize Drawing must be received by Sponsor's server by no later than 11:59:59 pm ET on August 26, 2012. Sponsor's server is the official clock for this promotion. Limit one entry per Facebook account.
6. **WINNER:** The Grand Prize Winner will be notified by mail or email using the information provided on the promotion entry form. If the Grand Prize Winner cannot be located, does not respond to Sponsor's notification after two (2) attempts, is determined to be ineligible, or cannot accept the Grand Prize as stated, the Grand Prize will be forfeited in its entirety and awarded to an alternate winner. Odds of winning will be

determined by the number of entries received. Decisions of the Sponsor shall be final and binding in all respects and in all matters relating to this promotion. Grand Prize may not be transferred, redeemed for cash or substituted by Grand Prize Winner, but Sponsor reserves the right to substitute the Grand Prize with a prize of equal or greater value should the Grand Prize awarded become unavailable. The Grand Prize Drawing is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

7. GENERAL: All taxes on the Grand Prize and expenses relating to acceptance and use of the Grand Prize are the sole responsibility of the Grand Prize Winner. By participating, entrants agree (a) to these Official Rules, and (b) to release, discharge, indemnify and agree to hold harmless Sponsor, Facebook, their respective advertising and promotion agencies and all of their respective parents, affiliates, subsidiaries, agencies, agents and representatives and all of their respective employees, officers and directors (individually and collectively the "Released Parties") from any liability or responsibility whatsoever for any claims, costs, injuries, losses or damages (whether due to negligence or otherwise) of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss of or destruction of property, or rights of publicity or privacy), arising out of or in connection with this promotion or from their acceptance, possession, use or misuse of the Grand Prize (including any substitute prize awarded by Sponsor in its sole discretion), or participation in this promotion or any promotion related activity. Grand Prize Winner by acceptance of the Grand Prize, agrees to the announcement/use of name, voice, image and/or likeness, at any time or times, for trade, advertising, publicity and promotional purposes without compensation (unless prohibited by law) by Sponsor and those acting pursuant to Sponsor's direction, in all media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agrees to execute specific consent to such use if asked to do so. In no event will the Released Parties be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Grand Prize Winner (and Grand Prize Winner's parent/legal guardian if Grand Prize Winner is a minor in his/her jurisdiction of residence) will be required to complete an affidavit of eligibility, liability and (where legal) publicity release, which must be returned within the time period specified by Sponsor or the Grand Prize may be forfeited. If Grand Prize Winner is not of the age of majority in his/her state of residence, the Grand Prize may be awarded in the name of or to a parent or legal guardian (as solely determined by Sponsor) who must execute all documents and agree to all undertakings of Grand Prize Winner set forth in these Official Rules, or the Grand Prize may be forfeited. The Released Parties are not responsible and shall not be liable for: a) telephone, electronic, hardware or software or program, network, or Internet or computer malfunction, or any communications accessibility, availability or lines, or technical errors of any kind or for any human error which may occur in the processing of entries, or the incorrect or inaccurate capture of entry or other information, or the failure to capture, or loss of, any such or similar information; b) failed, incomplete, garbled, corrupted or delayed computer transmissions; c) lost, late, misdirected, mutilated, incomplete, illegible entries or postage-due mail, entries or email; or d) any condition caused by events that may cause the promotion to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the promotion or any portion thereof should computer hardware or software malfunctions (such as but not limited to virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures) or any other causes corrupt the administration, security or proper play of the promotion, and select the Grand Prize Winner from entries received prior to the action taken or in such other manner as deemed fair and appropriate by Sponsor.

8. ADDITIONAL CONDITIONS: The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Web Site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the promotion

and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or technical error or unauthorized access to the Web Site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the promotion or Web Site; to be acting in violation of the Official Rules; to be acting in violation of the terms of the Web Site, or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person. The Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this promotion or downloading materials or programs or software to any computer, or downloading materials from or use of any web site. Any use of robotic, automatic, macro, programmed, third party, or like entry methods, will disqualify all entries using such methods. Sponsor will not be required to award more than one (1) Grand Prize. Entry information and entries become property of Sponsor.

9. DISPUTES: Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or any Grand Prize awarded, or the determination of the Grand Prize Winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (3) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without regard for conflicts of law doctrine, and all proceedings shall take place in the County of Denver, State of Colorado.

10. WINNERS LIST: To obtain the name of the Grand Prize Winner, visit [www.facebook.com/smashburger](http://www.facebook.com/smashburger) through September 26, 2012, or email your request to [pr@smashburger.com](mailto:pr@smashburger.com) or mail a self addressed, stamped envelope to Cannondale Road Bike Promotion, Smashburger, 1515 Arapahoe Street, Tower 1, 10th Floor, Denver, CO 80202, in either case, to be received by Sponsor by September 26, 2012.

Sponsor: Smashburger Franchising LLC, 1515 Arapahoe Street, Tower 1, 10th Floor, Denver, CO 80202

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, and you understand that you are providing your information to the Sponsor and not to Facebook. The information collected on the entry forms will be used for purposes of this promotion and, if clicked by the entrant, for purposes of marketing to the entrant the products and services offered by Smashburger restaurants.