

DISCOVER MR. HERO PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. Void in AK, AZ, CA, CO, HI, ID, LA, ME, MD, MT, ND, NV, NJ, NM, OK, OR, TX, UT, VT, VA, WA AND WY and where prohibited.

The Discover Mr. Hero promotion will consist of an In-Store Instant-Win Game ("In-Store Game") and a request for a free game card via U.S. Mail ("Mail-In Request"). The In-Store Game and Mail-In Request are collectively referred to as the "Game" as described more fully in these Official Rules. The Game is subject to all federal, state, and local laws and regulations. The Game is sponsored by Restaurant Developers Corp. ("RDC"), 7010 Engle Road, Suite 100, Middleburg Heights, Ohio 44130 ("Sponsor").

1. **ELIGIBILITY.** Game is open to persons ("Participant") who are 18 years of age or older at time of entry and who are legal residents of the following states: AL, AR, CT, D.C., DE, FL, GA, IL, IN, IA, KS, KY, MA, MI, MN, MO, MS, NC, NE, NH, NY, OH, OR, PA, RI, SC, SD, TN, WV, and WI. Employees of RDC, its affiliates, franchisees, subsidiaries, distributors, promotion or media partners, printers of Game materials, Game material suppliers, and advertising, promotion, digital and other coordinating agencies involved in this Game, the employees, officers and directors of each of the foregoing and members of the immediate families (defined for these purposes as including spouse, biological or step-parent, grandparent or step-grandparent, child or step-child, sibling or step-sibling and the spouses of each of the foregoing) regardless of where they live, or households (related or not) of any of the foregoing are NOT eligible to participate.
2. **HOW TO OBTAIN GAME CARDS.**
 - a. **IN MR. HERO LOCATIONS.** Starting July 5, 2010 through September 19, 2010, or when Official Game Card ("Game Card") supplies are exhausted ("Game Period"), whichever occurs first, with the purchase of any sandwich, side item and Pepsi® product, bottled water or brewed tea ("Qualifying Transaction") at participating MR. HERO locations, you will receive one (1) Game Card from the cashier while supplies last. **LIMIT: One (1) Game Card per Qualifying Transaction per visit.** For purposes of the Game, a "visit" shall be defined as any visit to a participating MR. HERO restaurant within the same two (2) hour period.
 - b. **WITHOUT PURCHASE BY MAIL.** To request a Game Card (or copy of the Official Rules) without purchase, send a legibly hand-printed, self-addressed, postage-stamped #10 envelope ("SASE") with sufficient postage to: "Mr. Hero "DISCOVER MR. HERO" Sweepstakes Alternate Method of Entry," 693 East Avenue, Suite #302, Rochester, NY 14607. **DO NOT SEND ANY PRIZE CLAIMS OR OTHER CORRESPONDENCE TO THIS ADDRESS.** One (1) free Game Card will be mailed in response to each mail-in request that complies with the requirements of these Official Rules, while Game Card supplies last. Mail-in requests, including outer envelope and SASE, must be handwritten and postmarked no sooner than July 2, 2010, and no later than September 10, 2010, and received no later than September 13, 2010. **LIMIT:** You may make as many Game Card requests as you wish by mail, but only one (1) request (yielding 1 Game Card) is allowed per postmarked outer mailing envelope. Requests that use address labels, are typed, computer-generated, photocopied, hand-stamped or have otherwise been mechanically or digitally reproduced, that are not mailed in separate outer postmarked mailing envelopes, or otherwise fail to comply with the Official Rules, will **NOT** be honored, acknowledged or returned and all such requests will forfeit any corresponding postage or envelopes.

3. **HOW TO PLAY THE GAME.** The boarder of the Game Card will depict ten (10) Mr. Hero products that also constitute the pieces necessary to complete the Grand Prize puzzle. In the middle of the Game Card will be a scratch off area (the Game Play area). Carefully scratch off the Game Play area on the Game Card. Either of the following will appear in the Game Play area: (1) Notification that the customer has won a free food product; or (2) a picture of one of the aforementioned 10 Mr. Hero food products with a notification that the customer has collected a certain piece of the ten (10) necessary to win the Grand Prize. The Grand Prize is a new car.

IN-STORE INSTANT WIN PRIZES AND ODDS

	INSTANT WIN PRIZE	QUANTITY	ODDS (1 in)		
	Free Reg. Potato Waffer® Fries	13,760	1 in 43.6		
	Free Reg. Beer Battered Cheesy Bites	3,840	1 in 156.3		
	Free Reg. Potato Babycakes	4,320	1 in 138.9		
	Free Reg. Breaded Mushrooms	1,920	1 in 312.5		
	Free Cheesecake	1,920	1 in 312.5		
	Free Reg. Cheddar Cheese Sauce	15,600	1 in 38.5		
	Free 22oz. Pepsi®	22,000	1 in 27.3		
	Free Reg. Grilled Chicken Philly	4,240	1 in 141.5		
	Free Reg. Hot Buttered Cheesesteak™	5,120	1 in 117.2		
	Free Reg. Steak Creation	4,320	1 in 138.9		
	Free Romanburger® JR	19,200	1 in 31.3		
	Free Reg. Gyro	9,120	1 in 65.8		
	Free Tuna ‘n Cheese Taste Buddy	9,600	1 in 62.5		
	Free Italian Sausage Taste Buddy	5,120	1 in 117.2		

QUANTITY AND ODDS FOR GAME PIECE CARDS:

	<u>QUANTITY</u>	<u>ODDS</u>
Semi-Rare Game piece	480	1 in 1,250
Rare Game piece	1	1 in 600,000

The above stated Game odds are based on the total approximate number of Game Cards printed for distribution as of July 5, 2010. Total approximate number of Game Cards printed for distribution is 600,000. The following Mr. Hero food products (the Free Giveaways) consist of: (a) Romanburger® Jr.; (b) Regular Hot Buttered Cheesesteak™; (c) Regular Grilled Chicken Philly; (d) Regular Steak Creations; (e) Italian Sausage Taste Buddy; (f) Tuna 'n Cheese Taste Buddy; (g) Regular Gyro; (h) 22 ounce Pepsi®; (i) Reg. Beer Battered Cheesy Bites; (j) Cheesecake; (k) Reg. Potato Babycakes; (l) Regular Potato Waffer® Fries; (m) Regular Breaded Mushrooms; (n) Regular Cheddar Cheese Sauce.

4. HOW TO REDEEM PRIZES.

- a. **Redemption of Mr. Hero Free Giveaways.** You can redeem a winning Game Card for the free giveaways at any participating Mr. Hero location, no later than October 3, 2010 at 4:59 p.m., subject to verification of the original Game Card.
 - b. **Redemption of Grand Prize** To redeem potential winning Game Cards that result in the grand prize arrangements must be made by the winning customer to bring all original ten (10) Game Cards, in person, to the offices of: RDC, 7010 Engle Road, Suite 100, Middleburg Heights, Ohio 44130 before September 22, 2010. RDC and its legal and/or accounting representatives will confirm that all ten (10) winning pieces are present. Sponsor will arrange for delivery of the grand prize with winner. Sponsor is not responsible for any taxes, insurance, title, registration or any other costs associated with the grand prize. If winner does not notify Sponsor of his/her winning Game Cards by September 22, 2010 at 4:59 p.m., any subsequent claim shall be void and ineligible for the prize. Winner of Grand Prize must have valid drivers' license and provide proof of proper liability insurance. Sponsor makes no representation or warranty of any kind with regard to the Grand Prize vehicle of any kind including, but not limited to, safety, exterior color, interior color, interior material, options, appearance, performance or maintenance.
5. **OTHER CONDITIONS.** Sponsor is not responsible for any changes of mailing address and/or telephone number of Participants provided to Sponsor at the time of prize claim. All prize claim submissions become property of the Sponsor and will not be returned. Game Card are automatically void if counterfeited, mutilated, forged, fraudulent, altered, or tampered with in any way, if illegible, mechanically reproduced, obtained outside authorized legitimate channels or if they contain printing, production, typographical, mechanical, or other errors, or if they are rendered inoperable due to any type of malfunction or fraud, whether technological or otherwise. Sponsor is not responsible for lost, late, stolen, illegible, incomplete, damaged, mutilated, misdirected, or postage-due mail or fraudulent Game Card requests or prize claims. All Game Plays, Game Cards and prize claims are subject to verification by the independent judging organization, before any prize is awarded. Decisions of the judging organization are final, binding, and conclusive in all matters relating to this Game. **ANY PERSON ATTEMPTING TO FORGE GAME MATERIALS OR TO DEFRAUD SPONSOR IN ANY WAY IN CONNECTION WITH THIS GAME WILL BE DISQUALIFIED AND MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.** Participant assumes all risk of loss or damage to, or destruction of, official Game Cards. Liability for official Game Cards containing printing or other errors or for official Game materials that are incomplete, missing, or rendered inoperable due to any type of malfunction, fraud or other error, is limited to replacement with one (1) Game Card while supplies last during the Play Period. No more than the intended number of prizes as outlined in these Official Rules will be awarded. If, for any reason, more valid prize claims are received than there are prizes as listed in these Official Rules, the intended number of prizes at that level will be awarded through a random drawing from among all valid prize claims received for that prize level. **All federal, state, and local income taxes on prizes and all other costs incurred in claiming, registering, or using any prizes, or expenses on receipt and use of**

prizes are the responsibility solely of the winners unless otherwise provided in these Official Rules. Winners will be issued an IRS 1099 form for the grand prize. Actual prizes may vary in appearance from the prizes pictured. Prizes cannot be transferred or substituted except at Sponsor's sole discretion, or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes or is unavailable for any reason. By accepting a prize, each winner (or his/her parent or legal guardian if winner is a minor as defined herein) consents to the use of winner's name, hometown, likeness, voice, and/or biographical information for advertising and promotional purposes in commerce and in all media worldwide without limitation or additional notice or compensation, except where prohibited by law. All potential winners (or their parents or legal guardians, if applicable), by submission of prize claim, acknowledge compliance with these Official Rules and agree to release and hold harmless RDC, its Franchisees, subsidiaries, distributors, promotion or media partners, printer of Game materials, Game material suppliers and advertising, promotion, digital and other coordinating agencies involved in this Game, the officers and directors of each ("Promotional Parties") from and against any and all liability for injuries or damages of any kind sustained in connection with participation in this Game or the use, acceptance, possession or awarding of any prize. In addition to the above, Promotional Parties are not responsible for (i) prize claims that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, subject to fraud or not received by Sponsor or its Franchisees for any reason, (ii) any problems, errors, omissions, defects, fraud or human error that may occur in the transmission, receipt or processing of the Game, Game Plays, prize claims, or for destruction of or unauthorized access to, or alteration thereof, or (iii) any prize claims submitted in a manner not expressly allowed under these rules; all such prize claims will be disqualified. All incomplete or non-conforming prize claims will be disqualified. Proof of submission of a claim does not constitute receipt of claim by Sponsor. The Promotional Parties do not assume any responsibility for any disruption in the Game caused by labor strikes, or any other act, circumstance or other unforeseen event outside of the control of the Promotional Parties. Entry material/data that have been tampered with or altered shall be deemed void. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE LEGITIMATE OPERATION OF THE GAME MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Game materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

6. **WINNERS LIST.** For a list of winners, mail a self-addressed, stamped #10 envelope to:
DISCOVER MR. HERO PROMOTION WINNERS LIST, 7010 Engle Road, Suite #100, Middleburg Heights, Ohio 44130. Requests must be received by September 30, 2010. Winners Lists will be sent when the Game is over and all properly claimed prizes are awarded.
7. **DISPUTES.** By participating in this Game, Participant or his/her parent/legal guardian, as applicable agrees: (a) that any and all disputes, claims, and causes of action arising out of or connected with the Game or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in Cuyahoga County, Ohio; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket costs incurred, including attorneys' fees and court costs. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Game, shall be governed by, and construed in accordance with federal law and to the extent not inconsistent, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of federal, state and local courts for Cuyahoga County, Ohio.

8. FORCE MAJEURE/APPROVAL AND UNFORSEEN OCCURRENCES. If, for any reason the Game cannot be conducted as planned, as determined by Sponsor or judges in their sole discretion, the Sponsor, may, without prior notice, terminate, modify or suspend the Game, in whole or in part. In the event of termination of the Game prior to the stated end date, Sponsor will post notice regarding the termination on the Game's website (www.mrhero.com) and will award only those prizes for which valid prize claims were received prior to the date/time of termination.

Sponsor: Restaurant Developers Corp., 7010 Engle Road, Suite 100, Middleburg Heights, Ohio 44130