

OFFICIAL CONTEST RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

WHO MAY ENTER: This contest is intended for participation by legal U.S. residents of the United States (including Washington D.C.) 18 and older as of May 1, 2008. Individuals employed either by Kergan Sonic ("Sponsor"), GRADEUS, LLC, and their respective affiliate companies, subsidiaries, advertising and promotion agencies, and judges (collectively "Contest Parties") at any time during the Contest Period (defined below), and members of their immediate family or persons living in the same household, are not eligible.

HOW TO ENTER: Submit a text message to 59925 which provides a customer satisfaction rating of A, B, C or F between **June 1, 2008** and no later than 11:59:59 p.m. CST on **December 15, 2008** ("Contest Period"). Entries submitted prior to or after the Contest Period will be disqualified. For purposes of this Contest, "receipt" of an entry occurs when Sponsor's servers record the entry information resulting from the entrant submitting a customer satisfaction rating by text message to 59925. Automated entries (including but not limited to entries submitted using any robot, script, macro, software or other automated service) are not permitted and will be disqualified. All winners must meet the eligibility requirements set forth in these rules in order to qualify for the prize. **Limit one entry per person per day.** Sponsor is not responsible for lost, late, misdirected, incomplete or illegible entries. Sponsor is not responsible for any failure of the its system or website during the Contest Period, including any text messaging, telephone or computer malfunction or problem of any kind, or the failure of any entry or text message to be received on account of wireless or internet traffic congestion, radio frequency interference, bandwidth limitations, or any combination thereof, including any injury or damage to an entrant's or any other person's telephone handset related to or resulting from receiving any material related to the Contest, all of which may affect a person's ability to participate in the Contest. Entrants agree that Sponsor shall have the right to immediately eliminate any entry and disqualify any entrant who has or is suspected of violating these Official Rules. **Winners will be notified by text message or phone.**

PRIZES: One (1) Grand Prize consists of: **One meal per month at Sonic, for a period of 12 months. Total APR for all prizes is \$100.00.** All properly claimed prizes will be awarded.

Only the prize specified above will be awarded. The Prize is non-transferable, with no cash redemption or equivalent. All federal, state and local income taxes, insurance, licensing, registration and title fees connected to the prize are the sole responsibility of the winners. All federal, state and local laws and regulations apply. Sponsor shall only be responsible for awarding the prize as stated in these rules. 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 prizes awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prize awarded.

As a condition of winning the prizes, all potential winners must complete, sign and return (1) an affidavit verifying eligibility, and (2) a liability and publicity release, where permitted by law, and

any other applicable forms required by a taxing authority within ten (10) days of receipt of written prize notification or prizes will be forfeited and an alternate winner selected. Further, by accepting the prize, the winner consents to Sponsor's use of their name, photograph and/or likeness, address, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law. By participating in this Contest, entrants agree to release and hold harmless Contest Parties and each of their respective parent companies, affiliates, subsidiaries, officers, directors, representatives, agents and employees, from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; or 2) participation in the Contest or any prize related activities, including but not limited to traveling to or from any prize related activity. Upon delivery of the prize to the winner, Sponsor will be deemed to have awarded the prize to the winner with winner assuming full responsibility for the prize.

If any correspondence from the Sponsor or any prize is returned as undeliverable, the corresponding prize will be forfeited and will be awarded to an alternate winner. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize. Any prizes will be awarded in a random drawing to be held within **ten (10)** days after the Contest Period, and thereafter as necessary, with respect to any unclaimed prizes. In the event there is a dispute of the entrant's identity, the prize will be awarded to the established telephone account associated with the entry.

Sponsor reserves the right to cancel, terminate, modify or suspend this Contest in the event that this Contest is not capable of running as planned, including infection by computer virus, bugs, tampering unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest.

MISCELLANEOUS CONDITIONS: At the time you are entering the Promotion, we may ask your permission to send you future marketing information from the Sponsor. You can contact by e-mailing us at sales@gradeus.com. Please include your e-mail address and phone number with your correspondence along with the information needed to support your request.

CHOICE OF LAW: Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrants further waive all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Louisiana, without regard to Louisiana conflict of law principles.

WINNERS LIST: To obtain a winners list by email, send a request to: sales@gradeus.com. Requests must be received by February 1, 2009.

SPONSOR: The Sponsor of this Contest is Kergan Sonic.