

**Smoothie King Fun in the Sun Sweepstakes (“Sweepstakes”)
2008 OFFICIAL RULES**

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

- 1. ELIGIBILITY REQUIREMENTS:** Open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of entry. Employees, contractors, directors and officers of Smoothie King Franchises, Inc. (“Sponsor”), its parent, subsidiary and affiliated companies, distributors, franchisees and their employees, web design, advertising, fulfillment, judging and sweepstakes agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, “Sweepstakes Parties”), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same households of each (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes) are not eligible to participate.
- 2. SWEEPSTAKES PERIOD:** Sweepstakes begins on 5/5/08 at 12:00:01 am Eastern Time (“ET”) and ends on 7/31/08 at 11:59:59 pm ET (the “Sweepstakes Period”). Sponsor’s time clock is the official clock for this Sweepstakes.
- 3. TO ENTER:** There are two (2) methods of entry, online and via text message. Online: Log on to www.skgetaway.com (“Web Site”) during the Sweepstakes Period. Follow on-screen directions to properly complete an online registration form to be entered into the Sweepstakes. Once your registration is complete you will receive one (1) entry into the Sweepstakes, and once you have registered you need not register again each time you visit the Web Site but you need only enter your e-mail address that you previously registered with when prompted. Automated means of entry are prohibited. Text Messaging: To enter the Sweepstakes via text message, text **SKwin** to the short code **55022** during the Sweepstakes Period. **Standard text message charges may apply. You will also receive a reply text message acknowledging your entry. Your wireless service provider may charge you for each text message you send and receive.** The text messaging portion of the

Sweepstakes requires a two-way SMS-enabled mobile phone and wireless service. Automated methods of text message entry are strictly prohibited. **Limit one (1) entry per person and/or email address per Day of the Sweepstakes regardless of method of entry. A "Day" is defined as the 24 hours between 12:00:01 am ET and 11:59:59 pm ET throughout the Sweepstakes.**

- 4. PRIZES AND DRAWING:** Odds of winning depend on the number of eligible entries received. Winners will be selected in a random drawing from all eligible entries received. Drawing will be conducted on or about 8/7/08 by Marketing Resources, Inc. an independent judging organization ("Judges"), whose decisions shall be final and binding on all matters relating to the Sweepstakes. **Limit one (1) prize per person, household and/or email address.**

FOUR (4) GRAND PRIZES: a pre-paid Visa gift card in the amount of \$5,000. Gift cards are subject to the terms and conditions set by issuer.

TOTAL VALUE OF ALL PRIZES IN THE SWEEPSTAKES IS: \$20,000.

- 5. GENERAL CONDITIONS:** Winners are solely responsible for all federal, state and local taxes on their respective prizes, and will receive an IRS Form 1099 for the value of the prize. No cash equivalent or substitution of prizes is offered, except at the sole discretion of the Sponsor. No transfer of prize will be permitted. Sponsor is not responsible for lost or stolen gift cards. By participating, entrants agree to these Official Rules and Sponsor's Privacy Policy (available at www.skgetaway.com) which are final and binding in all respects. Unclaimed prizes will not be awarded. Winners will be notified by mail (or by phone if entry was via text message) and will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within ten (10) days of attempted notification or prize may be forfeited. If the phone number associated with a text message entry is no longer in service or has been transferred, or a response is not received for any other reason, the prize will be forfeited and may be awarded to an alternate winner. In the event of a dispute with regard to the identity of a potential winner who entered via text message, entry will be deemed to have been made by the person listed as the primary account holder of the wireless phone number from which the entry was submitted. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. If for any reason the

Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate the online and/or the text message portion the Sweepstakes. In the event of cancellation, Sponsor will award all prizes in a random drawing from all eligible entries received as of the time of cancellation. This Sweepstakes is offered only in the United States and is governed by the laws of the state of Louisiana, and all claims must be resolved in the federal or state courts of St. Tammany Parish in the state of Louisiana.

- 6. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties resulting from user's participation in, attempt to participate in the Sweepstakes, download of any information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Sweepstakes Parties for technical problems or technical malfunction arising in connection with any of the following occurrences, without limitation, that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsor and the Sweepstakes Parties are not responsible for any personal injury or property damage or losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Web Site or the download of any information from the Web Site. By participating in the Sweepstakes, the entrant thereby releases Sponsor and the Sweepstakes Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. By accepting a prize, recipient agrees that the Sponsor and Sweepstakes Parties, and all of their respective officers, directors, employees,

representatives and agents will have no liability whatsoever for, and shall be held harmless by Winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes; from acceptance, possession, misuse or use of a prize; from participation in any prize-related activity or any travel related thereto which may be sustained in connection with the receipt, ownership or use of the prize. Except where prohibited by law, Winner grants (and agrees to confirm this grant in writing) permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes without additional compensation.

7. **WINNERS LIST/OFFICIAL RULES REQUEST:** For Winner names or Official Rules, send your request with a self-addressed, stamped envelope specifying "Winners List" or "Rules Request", to be postmarked by 7/31/08 and received by 8/7/08 to: Smoothie King Spend Your Energy Sweepstakes "Winners List" or "Rules Request", P.O. Box 1095, Elmhurst, IL 60126.

8. **SPONSOR:** Smoothie King Franchises, Inc., 121 Park Place, Covington, LA 70433.