

# The CAPRIOTTI'S SANDWICH SHOP World Series of Poker Game

## Official Rules

### No Purchase Required to Enter to Win

1. **PROMOTION DESCRIPTION.** The Capriotti's Sandwich Shop World Series of Poker Game consists of an "Event Game" and an "In-Store Game" (collectively, the "Game") taking place at participating Capriotti's Sandwich Shop restaurants in the United States ("US"). As set forth more fully elsewhere in these Official Rules, there are two ways to play the Game:
  - a. **Instant Win** - win instant prizes by scratching an "Instant Win Scratch Card" as part of the Event Game and the In-Store Game; and
  - b. **Grand Prize Win** – enter to win the Grand Prize by providing participant's name, phone number, and email address on the "Instant Win Scratch Card" and placing the same in a depository box located at participating Capriotti's Sandwich Shop locations.

The Event Game begins on May 30, 2008. The In-Store Game begins on July 15, 2008 and ends November 15, 2008 (the "In-Store Game Period"). The Game is being conducted in the US in the State of Nevada and the State of Utah in accordance with these Official Rules. By participating in the Game in either aforementioned jurisdiction, each participant, and his or her parent or legal guardian if the participant is an eligible minor, unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Capriotti's Sandwich Shop, Inc., a Nevada corporation ("Sponsor"), which shall be final and binding with respect to all aspects of the Game in the US. Sponsor in its sole and absolute discretion may engage various third parties to administer various aspects of the Game on its behalf, and references to "Sponsor" in these Official Rules shall be deemed to include such third parties.

2. **WHO IS ELIGIBLE TO PLAY.** The In-Store Game is open only to residents of the US who are 16 years of age or older as of May 30, 2008. The winner of the Grand Prize must be 21 years of age as of October 1, 2008. Persons in any of the following categories are NOT eligible to participate or win prizes in the Game: (a) any person who on or after January 1, 2008, was or is a Capriotti's Sandwich Shop restaurant franchise owner or employee or a director, officer, employee agent, or independent contractor of Sponsor, or any of its parent companies, subsidiaries, affiliated companies or service agencies; (b) individuals who are engaged in the development, production or distribution of materials; or the prize supply for the Game; and (c) persons who are immediate family members (defined as spouse, IRS dependent, or biological or step- mother, father, sister, brother, daughter or son) of, or who reside in the same household as, any person in any of the preceding categories. The transfer of Game materials by an ineligible person to an eligible person is strictly prohibited.

3. **HOW TO OBTAIN AN "INSTANT WIN SCRATCH CARD".** Official "Instant Win Scratch Cards" may be obtained as follows, while distribution supplies last (the following methods collectively referred to as "Legitimate Channels"):
  - a. **At Event.** Get one Instant Win Scratch Card from a Capriotti's Sandwich Shop representative at one of the following World Series of Poker events: [list dates].
  - b. **In Restaurant.** Get one "Instant Win Scratch Card" by visiting a participating Capriotti's Sandwich Shop restaurant on any Tuesday during the In-Store Game Period and purchasing any single food item from the participating store's sandwich menu during the In-Store Game Period. Get 2 "Instant Win Scratch Cards" by purchasing a party platter on any Tuesday during the In-Store Game Period. As the Game progresses, some participating Capriotti's Sandwich Shop restaurants may run out of Instant Win Scratch Cards before others.
  - c. **Without Purchase.** To participate without making a purchase, mail a legibly handwritten, self-addressed, stamped envelope ("SASE") with sufficient postage and a return address (first and last name, street address, city, state, and zip or postal code) to: Capriotti's Sandwich Shop WSOP Game, Instant Win Scratch Card Request, 5130 Fort Apache Rd. Suite #215-411, Las Vegas, Nevada 89148. DO NOT SEND ANY

OTHER CORRESPONDENCE OR OTHER COMMUNICATIONS TO THIS ADDRESS, EXCEPT AS PROVIDED IN SECTION 4(b) OF THESE OFFICIAL RULES. One (1) Instant Win Scratch Card will be mailed in response to each request that complies with the requirements of the Official Rules, while supplies last. Mail-in requests must be postmarked no sooner than May 30, 2008 and no later than October 29, 2008, and must be received by Sponsor no later than October 30, 2008. If the In-Store Game runs long, these dates are subject to a corresponding extension. Each request must be sent in a separate outer mailing envelope with the requestor's first and last name, street address, city, state and zip or postal code (name and address must match the return name and address on SASE) legibly handwritten in the upper left hand corner of the outer envelope. Requests that are sent in business reply envelopes, that utilize address labels or stickers, that are photocopied, hand-stamped, computer-generated or otherwise mechanically produced or reproduced, that are not mailed in separate outer mailing envelopes, or that otherwise fail to comply with these Official Rules will NOT be honored, acknowledged or returned, and the persons submitting such requests will forfeit any corresponding postage and unused envelopes.

4. **HOW TO PLAY.**

- a. **Instant Win.** Obtain an Instant Win Scratch Card at an Event or In-Store and carefully scratch off the covering to determine if it reveals an instant win prize. If an Instant Win Scratch Card reveals a prize identified in these Official Rules, then the participant is the potential winner of that prize, subject to verification of the Instant Win Scratch Card and the participant's compliance with these Official Rules. See Rule 7 "HOW TO REDEEM/DEADLINES".
- b. **Grand Prize.** Obtain an Instant Win Scratch Card at an Event or In-Store and provide the participant's name, phone number, and e-mail in handwritten form on the Instant Win Scratch Card and place the same in a depository box located at participating Capriotti's Sandwich Shop locations. Participants who have obtained an Instant Win Scratch Card(s) by written request and desire to play for the Grand Prize should deposit their Instant Win Scratch Card(s) containing the required written information into a depository box located at participating Capriotti's Sandwich Shop locations. An official random drawing of all eligible Instant Win Scratch Cards containing the information required herein will take place at 8:00p.m. on November 1, 2008. If the participant's Instant Win Scratch Card is selected at the random drawing, then that participant is the potential winner of the Grand Prize, subject to verification of the Instant Win Scratch Card and the participant's compliance with these Official Rules. To be eligible to win the Grand Prize, the participant must be 21 years of age by October 1, 2008. See Rule 7 "HOW TO REDEEM/DEADLINES".

5. **GAME AND PRIZES/DETAILS.**

a. **Instant Win Prizes/ARV/Odds.**

- i. **Food Prizes.** Average retail values ("ARV") of Capriotti's Sandwich Shop Food Prizes (each, a "Food Prize") are based on Sponsor's average menu board prices as of May 1, 2008. 1.5 oz. bag of potato chips ARV: \$.79 (odds to win: 5,000/125,000); 9" submarine sandwich ARV: \$7.00 (odds to win: 250/125,000); submarine sandwich party platter ARV: 36.00 (odds to win: 25/125,000). The Odds stated above are based upon the probability of obtaining a Instant Win Scratch Card containing the applicable prize and are calculated as of the commencement of the Game based on 125,000 official Instant Win Scratch Cards available for distribution.

- b. **Grand Prize.** Two VIP tickets to the World Series of Poker final round event plus transportation via limousine to and from a Clark County location and said event. One (1) Grand Prize is available.

6. **GENERAL PRIZE RESTRICTIONS.** All ARVs in these Official Rules are state in US Dollars. All details and other restrictions on prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable prize winner upon award of the prize. No cash alternative or substitution of any prize will be provided, except Sponsor, in its sole discretion, reserves the right to substitute a prize of equal or greater value if any prize cannot be awarded as described due to unavailability for any reason. The Grand Prize, or any portion thereof, will only be delivered to an address in the US. All income taxes (including, without limitation, federal, state, and local income taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective winners.

7. **HOW TO REDEEM/DEADLINES.**

- a. **Event Game and In-Store Game – Food Prizes.** Food Prizes may be redeemed at any participating Capriotti's Sandwich Shop restaurant in Nevada and Utah on or before December 31, 2008, or the date which is 15 days after the Game officially ends, whichever is later, and may be redeemed only during the hours the menu item is served and only on a future visit. Food Prize Instant Win Scratch Cards are subject to verification and are not valid in combination with any other offer, discount or combo meal. Limit one (1) Food Prize per eligible person per visit. Instant Win Scratch Cards must be presented for redemption before the food order is placed. Participating Capriotti's Sandwich Shop restaurants reserve the right to substitute a menu item of equivalent or greater retail value for the Food Prize specified.
- b. **Grand Prize.** The potential Grand Prize winner will be notified via e-mail upon completion of the Grand Prize drawing which shall occur on November 2, 2008. The potential winner of the Grand Prize shall have five (5) days from the date of the Grand Prize drawing to contact Sponsor at the number listed in the notification e-mail for redemption instructions. If the potential Grand prize winner fails to contact the Sponsor within five (5) days from the date of the Grand Prize drawing, Sponsor shall conduct another drawing and follow the potential winner notification procedure outlined herein. This procedure shall be followed until a potential winner timely contacts Sponsor in the manner provided herein. Grand Prize Claim Documents will be sent to the potential winner who must complete in full and return the same to Sponsor in the envelope provided no later than time of event.
- c. **Conditions of Prize Claim Submissions.** All Game materials received after the applicable redemption deadlines shall be deemed VOID and will be ineligible for prizes. If any potential prize winner fails or refuses to properly sign and return all Grand Prize Claim Documents by the redemption deadline or if the Grand Prize Claim Documents are returned as unclaimed or undeliverable to any potential winner, such potential prize winner may be disqualified and/or otherwise forfeit their prize. If a prize winner makes any false statement in any Grand Prize Claim Document, then winner will be required to promptly return to Sponsor upon demand their prize(s) or, at Sponsor's option, the cash equivalent of the prize(s) based on the ARV for prizes established in Rule 5. The submission of Game materials is solely the responsibility of each participant. If any potential winner declines a prize, is found to be ineligible, or fails to comply with these Official Rules, such potential winner will be disqualified and will forfeit the prize they otherwise might have received.
- d. **Transfers.** The transfer of the Grand Prize is not permitted without Sponsor authorization. Such authorization may be granted or withheld in Sponsor's sole discretion. Requests for transfer must be in writing and must be included in the redemption envelope provided by Sponsor.

8. **GENERAL RELEASE AND CONDITIONS OF PARTICIPATION.** Participants assume all risk of loss, damage, destruction, delay and misdirection of Game materials. Sponsor is not responsible for: (i) incomplete, illegible, misdirected, late, lost, damaged, stolen, or postage-due submissions of Game materials, which may be judged void; (ii) miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties, (iii) any technical malfunctions, failures or difficulties, printing errors, color discrepancies, clerical, typographical or other error in any Instant Win Scratch Cards, printed copy or artwork, any prize offering announcement or any Grand Prize Claim Documents; or (iv) any errors of any kind, whether human, mechanical, clerical electronic, or technical in nature; or (v) the incorrect or inaccurate capture of information, or the failure to capture any information. Proof of mailing Game materials of any kind or nature does not constitute proof of delivery. Game materials submitted become the property of Sponsor and will not be returned, including without limitations, any Instant Win Scratch Card requests that are judged not compliant with these Official Rules. Sponsor shall not be responsible for entering into correspondence with participants. By participating in the Game and redeeming a prize, each winner hereby releases and agrees to hold Sponsor, or any of its parent companies, subsidiaries, affiliated companies, service agencies or franchisees; all Capriotti's Sandwich Shops and their respective owners, employees, and agents; the World Series of Poker or any other entity (collectively, the "Game Entities") harmless from any against any and all costs, injuries losses or damages of any kind, including without limitation, death and bodily injury due in whole or in part, directly or indirectly, to participation in the Game or any Game-related activity, or participation in any prize-related activities, or the receipt, use or misuse of any prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to redeem said prize and any liability and publicity which might arise from redeeming or

seeking to redeem said prize. Winning participants may be required to sign an affidavit verifying their eligibility to participate in the Game and their refusal to do so shall constitute waiver and relinquishment of any rights and Prizes otherwise awardable pursuant to these Official Rules. By submitting potential winning Game materials, except where such condition is legally prohibited, each verified winner hereby agrees and grants Sponsor the right, but not the obligation, to use of his or her name, voice and likeness, along with his or her address (city and state) and any statement made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising and promotional purposes in connection with the Game and other promotions without further compensation, and releases the Game Entities from any liability with respect thereto. The Game and participation in the Game are VOID where prohibited.

9. **DISCLAIMER OF WARRANTIES.** The Game Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Game. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE GAME ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.
10. **MISCELLANEOUS.**
  - a. **Disqualification.** It is the participant’s responsibility to ensure they have complied in full with all of the conditions and requirements contained in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Game; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Game, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
  - b. **Force Majeure/Printing and Production Errors.** Sponsor reserves the right, without prior notice and at any time, to terminate the Game, in whole or in part, or modify, suspend or extend the Game in any way, or deem the affected Game materials void and invalid if it determines, in its sole discretion, that the Game materials in question reflect printing or other errors or if it determines, in its sole discretion that the Game is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses, glitches or printing or production errors) have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Game. In the event Sponsor is prevented from continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or manmade health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Game. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing or production errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
  - c. **Invalidity.** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized

representative of Sponsor. Capriotti's Sandwich Shop restaurant franchisees or employees are not authorized to modify or amend these Official Rules.

- d. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between participant and the Game Entities in connection with the Game shall be governed by and construed in accordance with the internal laws of the State of Nevada including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. In any action, including arbitration, brought to enforce or interpret these Official Rules, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs from the non-prevailing party.
11. **OFFICIAL RULES.** These Official Rules will be posted at participating Capriotti's Sandwich Shop restaurants and online at [www.capriotti.com](http://www.capriotti.com). To receive a copy of the Official Rules, mail a self-addressed stamped envelope to Sponsor as follows: Capriotti's Sandwich Shop WSOP Game, Official Rules Request, 5130 Fort Apache Rd. Suite #215-411, Las Vegas, Nevada 89148. All requests must be received between May 30, 2008 and November 1, 2008. Limit one request per outer envelope.
12. **WINNERS LIST.** For a list of any legally-required Official Winners, mail a self-addressed stamped envelope to Sponsor as follows: Capriotti's Sandwich Shop WSOP Game, Winners List Request, 5130 Fort Apache Rd. Suite #215-411, Las Vegas, Nevada 89148. All requests must be received between November 30, 2008, and December 3, 2008. A list of prize winners will be available no sooner than December 5, 2008 and will be mailed when the Game is officially over and the prizes have been verified and awarded. Limit one request per outer envelope.

The Capriotti's Sandwich Shop World Series of Poker Game is sponsored in the United States by Capriotti's Sandwich Shop, Inc., Las Vegas, Nevada.

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