

Houlihan's \$5,000 Treasury Bond Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Void where prohibited.

1. ELIGIBILITY: Houlihan's \$5,000 Treasury Bond Sweepstakes ("Sweepstakes") is offered and open only to legal residents of DE, FL, GA, IL, IN, KS, MD, MI, MN, MO, NJ, NY, OH, PA, TX, VA and WI who are 18 or older at time of entry at participating Houlihan's restaurants. Employees, directors and officers and their immediate family members (spouses and siblings, parents and children and their spouses) and household members (whether or not related) of Houlihan's Restaurants, Inc., its parent companies, subsidiaries and affiliates, franchisees, distributors, advertising and promotion agencies, and any companies involved in the implementation and execution of the Sweepstakes (collectively the "Sweepstakes Entities") are not eligible.

2. PROMOTION PERIOD: Sweepstakes starts on or about February 2, 2009 and is scheduled to end on February 28, 2009 ("Promotion Period").

3. SPONSOR: Houlihan's Restaurants, Inc., 8700 State Line Road, Suite 100. Leawood, KS 66206.

4. AGREEMENT TO THE OFFICIAL RULES: By participating in the Sweepstakes, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor (and its authorized third parties), which are final and binding on all matters relating to the Sweepstakes.

5. HOW TO ENTER: To enter during the Promotion Period, to enter fill out an official entry form, available at participating Houlihan's restaurants, with your name, email address, day time phone number, gender (not required) and birth date, then give your entry to a Houlihan's employee at participating Houlihan's restaurants; or legibly hand-print all of this information and send in U.S. postage paid envelope to: Houlihan's \$5,000 Treasury Bond Sweepstakes Entry, Houlihan's Restaurants, Inc., 8700 State Line Rd. Suite 100, Leawood, KS 66206. If submitted in store, all entries must be received by close of business on February 28, 2009; or if mailed, entry must be postmarked by February 28, 2009 and received by Sponsor by March 6, 2009. Sponsor is not responsible for damaged, lost, late, misdirected, incomplete, postage due, or illegible entries.

Facsimile and mechanically reproduced entries will not be accepted. All entries submitted become the sole property of Sponsor and will not be returned. *By entering, each entrant agrees to be included in Sponsor's email database and to receive email communication and offers from Sponsor. Without effect to their entry, entrants may opt-out at any time by clicking on the indicated link in any email received from Sponsor and following the online instructions to opt out.* **Limit one (1) entry per person, regardless of entry method used.**

6. SPECIFIC CONDITIONS: Any Entrant who attempts to participate in contravention of these Official Rules or who uses any method, device or artifice to enter more than the stated number of times will be disqualified. In no event will more than the stated number of prizes be awarded. Potential grand prize winner will be required to complete, have notarized and return an Affidavit of Eligibility and Liability/Publicity Release within the time specified in order to receive the prize, subject to compliance with these Official Rules and confirmation of eligibility. In the event of noncompliance, if a winner cannot be reached, or if a prize or prize notification is returned as unclaimed or is undeliverable for whatever reason beyond the control of Sponsor, or if a required Affidavit and Release is not returned as requested, prize will be forfeited and an alternate winner will be selected.

7. DRAWING/PRIZE/ODDS: On or about April 1, 2009, a random drawing will be conducted by Sponsor (or its authorized third party) from among all eligible entries received during the Promotion Period. **Grand Prize (1):** A \$5,000 30 year term U.S. Treasury Bond (awarded in the form of a \$5,000 check with which Grand Prize winner may elect *not* to purchase the Treasury Bond). Approximate Retail Value ("ARV"): \$5,000. Odds of winning depend on the number of eligible entries received. Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, fees, costs and expenses associated with the prize are the sole responsibility of the winner. Any bond purchased by the winner is subject to the terms and conditions of the U.S. Treasury Department and any associated terms and conditions relating to the bond.

8. GENERAL: BY PARTICIPATING, PARTICIPANTS AGREE THAT THE SWEEPSTAKES ENTITIES, AND THEIR ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASEES") WILL HAVE NO LIABILITY WHATSOEVER, AND WILL BE HELD

HARMLESS FOR ANY ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, LIABILITIES, INJURIES, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), DAMAGES, COSTS OR EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) OF ANY KIND OR NATURE, ARISING AT ANY TIME NOW OR IN THE FUTURE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED ACTIVITY, OR ACCESS TO THE WEB SITE. By entering and/or accepting a prize, entrants and winner hereby consent where lawful (and agree to execute documentation requested by Sponsor) to the use of their name, portrait, picture, image, photograph, likeness, hometown name, biographical information, and/or voice for publicity, trade, advertising and promotional purposes in any and all media now known or hereafter discovered worldwide, and on the internet and World Wide Web, without additional compensation, and without the right of review, notification or approval.

9. LIMITATIONS OF LIABILITY: If, for any reason, the Sweepstakes is not capable of running as planned by reason of, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, human or printer error, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its discretion to cancel, terminate, modify or suspend the Sweepstakes.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY TAMPER WITH THE ENTRY OR REDEMPTION PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sweepstakes Entities shall not be liable to winner or any other person for failure to execute the Sweepstakes, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage,

transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

10. DISPUTES. THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF KANSAS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Johnson County, Kansas having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

11. WINNERS LIST: For the name of the grand prize winner, mail a self-addressed, U.S. postage stamped envelope to Houlihan's Restaurants, Inc. 8700 State Line Rd, Suite 100, Leawood, KS 66206 by March 1, 2009.