

IHOP® \$1,000 Sweepstakes OFFICIAL RULES

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

Sweepstakes Entry Period: The IHOP \$1,000 Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on December 1, 2012 and ends at 11:59:59 PM ET on February 28, 2013 (the "Sweepstakes Period"). Sponsor's computer is the official clock for this Sweepstakes.

Eligibility: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, age 18 or older at the time of entry (each an "Entrant"). Void outside the U.S., and wherever else prohibited by law. Employees of International House of Pancakes, LLC (the "Sponsor"), its affiliates, and their respective subsidiaries, affiliates, franchisees, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

How To Enter: There are two (2) ways to enter the Sweepstakes:

Method #1: Receipt Invite - To enter using this method, participants make a purchase at a participating IHOP Restaurant to receive a specially-marked cash register receipt which will have instructions inviting participants to visit www.Tellihop.com or to call 1-800-650-8330, enter the requested information from the receipt (the "Receipt Information"), answer any customer satisfaction survey questions and provide their contact information. (a) For entry through the website, participants must follow online instructions at the designated website for entering Requested Information. When the Requested Information has been successfully entered and accepted (Requested Information must be entered exactly as it appears or it may not be accepted), participants will be invited to complete an online survey. Upon completion of the survey, the participant will be invited to complete the Sweepstakes entry form in its entirety. (b) For entry by telephone, the participants will be asked for the Receipt Information and if they want to participate in the survey. If they say "yes," they will be prompted to provide contact information needed to be entered into the Sweepstakes. Participants may submit Receipt Information to receive one (1) Sweepstakes entry for the month (the "Survey Entry") during which the Sweepstakes entry is received. Each Requested Information may only be entered one (1) time during the Sweepstakes Period and cannot be re-used. All Requested Information is subject to verification.

The answers to the survey will have no effect on a participant's ability to enter or win. Proof of entry does not constitute proof of submission. Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy

Method #2: Alternate Means of Entry - To enter the Sweepstakes without making a purchase at an IHOP Restaurant or without completing the survey, hand print your name, complete address, city, state, zip code, daytime phone number, email address (optional), and birth date on a 3" x 5" card and mail it to: IHOP \$1,000 Sweepstakes, PO Box 16500, Rochester, NY 14616. Mailed entries must be postmarked by the Entry Period End Date and received by the Mail-In Entry Received By Date indicated in the chart below, to be eligible for that Survey Period drawing. Each mail-in entry

must be mailed in a separate outer envelope. No copies, facsimiles or mechanical reproductions will be accepted. Limit one (1) mail-in entry per post-marked envelope. Partially completed and/or mechanically reproduced entries or rubber-stamped entries will be void and ineligible. All entries received become the sole property of Sponsor and will not be returned. Sponsor will not be responsible for illegible, late, lost, mutilated, misdirected, postage due or stolen manual entries.

Survey Periods: There are three (3) Survey Periods as defined in the chart below (each a "Survey Period"). Entries must be received during the Survey Period to be eligible for that Survey Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.

	Entry Period	Entry Period	Mail-In Entry	Survey Period
Survey	Start Date:	End Date:	Received By Date:	Drawing Date:
Period	12:00:01 AM ET on	11:59:59 PM ET	11:59:59 PM ET on	on or about
1	12/01/12	12/31/12	01/07/13	01/10/13
2	01/01/13	01/31/13	02/07/13	02/10/13
3	02/01/13	02/28/13	03/07/13	03/12/13

Prize and Prize Approximate Retail Value ("ARV"): Three (3) Grand Prizes: Each period one (1) period prize for a \$1,000 cash is available to be won (ARV \$1,000 per prize). Total value of ALL prizes \$3,000 per the Sweepstakes Period. Limit one winner per family or household per the Sweepstakes Period.

Odds of Winning: Odds of winning a prize will depend upon the total number of eligible entries received for each Survey Period.

Winner Selection; Notification: Winners will be selected in a series of random drawings on or about the Survey Period Drawing Dates indicated in the chart above, from among all eligible entries received within the corresponding Entry Period, conducted by an independent judging agency and whose decisions are final. Prize winners will be notified by email or phone and will be required to complete an Affidavit of Eligibility and Liability/Publicity Release and a W-9, which must be returned within 14 days of the date on the prize notification or prize will be forfeited and an alternate winner may be selected. Return of any prize notification or prize as undeliverable will result in disqualification and selection of an alternate winner.

Prize will be awarded within 4-6 weeks of winner being verified. Any failure to comply with these Official Rules will result in a forfeiture of eligibility to win the prize. If a potential winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian.

Prize Conditions: Prizes are not assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses associated with the receipt and/or use of prize is the winner's sole responsibility.

<u>The winner is responsible for all federal, state and local taxes, if applicable.</u> Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

General Conditions: Participating entrants agree to these Official Rules and the decisions of independent judging agency and the Sponsor, and release the Sponsor and its affiliated companies and their franchisees, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage

caused or claimed to be caused by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disgualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination to determine a potential winner. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the wireless phone associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent promotion administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disgualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disgualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select potential winners from among all eligible entries received prior to withdrawal.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of

California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

Privacy: By entering and providing the required entry information, Entrants acknowledge and agree that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. If you do not want your information used in this manner, do not enter this Sweepstakes. Personal information collected from online entrants is subject to the IHOP privacy policies, which can be found at <u>www.ihop.com</u>.

Winners List: For a list of winners, send a self-addressed stamped envelope with your request to: IHOP \$1,000 Sweepstakes Winner List, PO Box 16350, Rochester, NY 14616. Request must be postmarked by 03/31/13 and received by 04/6/13.

Sponsor: International House of Pancakes, LLC, 450 North Brand Boulevard, Glendale, CA 91203