

**Chick-fil-A<sup>®</sup>**  
**Ringling Bros. and Barnum & Bailey<sup>®</sup> Circus Clown Nose Giveaway**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**1. Eligibility:** The Chick-fil-A<sup>®</sup> Ringling Bros. and Barnum & Bailey<sup>®</sup> Circus Clown Nose Giveaway (“Giveaway”) is open and offered only to legal United States residents of the Greater Houston, Texas Metropolitan Statistical Area (“Greater Houston MSA”) who are 18 years or older as of the date of entry, and is sponsored by participating Chick-fil-A operators in the Greater Houston MSA and Feld Entertainment, Inc. (collectively, “Sponsors”). In the event of any inconsistency with any other materials, these Official Rules shall govern. Employees, officers, directors, and representatives of Sponsors, Chick-fil-A, Inc., CFA Properties, Inc., and their respective parents, subsidiaries, affiliates, owner-operators, all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and entities involved in the development, implementation, or handling of the Giveaway and other persons associated with the Giveaway (collectively, the “Giveaway Entities”), as well as the immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) and same household members of each such employee, officer, director, or representative (whether or not related) are not eligible to participate in the Giveaway. All federal, state, and local laws and regulations apply.

**2. Giveaway Period:** The Giveaway begins at 6:00 AM CST on 7/7/11 and will end when supplies of the clown noses are exhausted, or 7/24/11, whichever occurs earlier (“Giveaway Period”).

**3. How to Participate:** During the Giveaway Period, eligible participants must visit one of forty-nine (49) participating Chick-fil-A restaurant locations in the Greater Houston MSA and participant may be provided or may request a clown nose, while supplies last. Limit of one nose per person per visit. If the nose is gold or silver, one of the prizes below will be awarded. No prize is awarded for red noses. **WARNING: CLOWN NOSES MAY BE A CHOKING HAZARD FOR CHILDREN UNDER 3. Clown noses will not be given to children under 3. Must be 18 or older to enter. In the event that a child age 3 to 18 receives a clown nose, acceptance of nose constitutes entry of child’s parent or legal guardian. Parent or legal guardian must complete and submit all Prize documentation in the name of the parent or legal guardian.**

**4. Prizes:** Forty-nine (49) “Silver Nose Prize(s)” and five (5) “Gold Nose Prize(s)” will be awarded (collectively, a “Prize”). Silver Nose Prize consists of: (a) vouchers for four (4) tickets to one performance of Ringling Bros. and Barnum & Bailey Circus in Houston, Texas during the period from July 7, 2011 through July 24, 2011 (the “Show”); and (b) free Chick-fil-A food products for one (1) year (consisting of fifty-two (52) coupons (“Coupons”), each valid for one (1) Chick-fil-A Chicken Sandwich redeemable at participating Chick-fil-A restaurants). Gold Nose Prize consists of: (a) vouchers for four (4) VIP tickets to a performance of the Show and the opportunity to be a guest ringmaster at a performance of the Show on a date to be selected by Feld Entertainment, Inc.; and (b) fifty-two Coupons. (Approximate Retail Value (“ARV”) of Silver Nose Prize is \$278.00 and ARV of Gold Nose Prize is \$338.00. ARV may vary based on geographic area.). Specific Show dates and ringmaster opportunity dates subject to completion of participant requirements (See Section 6), availability and acceptance by Sponsors. Coupons and vouchers for tickets have no cash value and may not be sold, auctioned, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, or redeemed or exchanged for cash, merchandise, or services, except by Sponsors, in their sole and absolute discretion, who reserves the right to substitute Coupons or tickets with a prize of comparable or greater value if underlying food

products or Show become unavailable for any reason. Each winner is solely responsible for any applicable taxes and unspecified expenses associated with a Prize.

**5. Odds:** Odds of winning a Silver Nose Prize are approximately 49:147,054 and a Gold Nose Prize are approximately 5:147,054; however, actual odds will depend on the number of clown noses distributed.

**6. How to Claim Prizes:** Printed instructions for Prize redemption will be enclosed in the clown nose packaging. You must be eighteen (18) or older to redeem a Prize, and you must contact the Prize coordinator specified in the instructions within 24 hours of receiving a winning nose to receive Prize. You will be provided an Affidavit of Eligibility and Liability/Publicity Release (“Affidavit and Release”) to fill out, sign and return. If potential winner does not sign the Affidavit and Release, or if a potential winner does not meet eligibility criteria or is otherwise unwilling or unable to comply with these Official Rules, or does not contact Sponsors to get the Affidavit and Release or return same by the required deadlines, an alternate winner may be selected, in Sponsors’ sole discretion.

**7. Publicity:** Except where and as may be prohibited by law, participation in the Giveaway and acceptance of Prize constitutes express permission of winner for Sponsors and those acting pursuant to the authority of Sponsors to use such winner’s name, photograph, image, likeness, voice, opinions, hometown, and/or state for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or devised, worldwide in perpetuity, without further notice, review or approval, or compensation.

**8. General Conditions:** Sponsors reserve the right, in their sole and absolute discretion, to cancel, terminate, modify, extend, or suspend the Giveaway should non-authorized intervention, fraud, weather, force majeure events or other causes beyond their control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. Sponsors reserve the right to disqualify any individual they determine, in their sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Giveaway, (b) defraud either Sponsor, (c) undermine the legitimate operation of the Giveaway by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, Giveaway Entities, or representatives of the Giveaway Entities, or (e) act in violation of these Official Rules. In such event(s), Sponsors reserve the right (in addition to disqualification of such individual) to seek damages from any such person to the fullest extent permitted by law. Sponsors’ failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Giveaway through means not permitted by these Official Rules is subject to disqualification. All Coupons are subject to verification and are void and will be rejected if not obtained through authorized, legitimate channels or if any part of Coupons is determined by a Chick-fil-A cashier and/or supervisory personnel to be illegible, forged, reproduced, manipulated, mutilated, counterfeited, or tampered with in any way or if Coupons contain printing, typographical, mechanical, or other errors. Submission of Prize claim is the sole responsibility of participant. No more than the stated number of Prizes will be awarded. In the event that production, technical, mechanical, typographical, or any other reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsors reserve the right, in their sole and absolute discretion, to award only the stated number of Prizes (previously not awarded) by means of a random drawing among all legitimate and eligible Prize claims.

**9. Release:** By participating in this Giveaway, participant agrees to release, indemnify, and hold harmless, the Giveaway Entities, and each of their officers, directors, owners, employees, agents, affiliates and owner-operators (collectively, the “Released Parties”), from any and all liability for any injuries, loss, harm, damage, cost, or expense of any kind to any person(s),

**including, without limitation, property damage, personal injury, and/or death, arising in whole or in part, directly or indirectly, from acceptance, possession, use, and/or misuse of a Prize or participation in this Giveaway or any Giveaway-related activity and for any claims based on publicity rights, defamation, or invasion of privacy.**

**10. Agreement to Official Rules:** By participating in the Giveaway, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsors (including but not limited to Sponsors' employees or agents handling Prize redemption), which are final and binding in all matters relating to the Giveaway. By participating in the Giveaway, each participant waives any right to claim ambiguity in these Official Rules.

**11. Limitation of Liability:** Except where prohibited, participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**12. Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participant and/or Sponsors in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to conflicts of law/choice of law doctrine of Texas or any other jurisdiction, and all proceedings regarding same shall take place exclusively either in a state or federal court located in Houston, Texas. Participant agrees to the jurisdiction of such courts and waives any right to change of venue or any like right.

**13. Official Rules and Winners List:** Official Rules for this Giveaway may be obtained by visiting a participating Chick-fil-A restaurant in the Greater Houston MSA during the Giveaway Period. Official Rules and first name and first initial of the last name of winners will be posted online at [www.CFAHouston.com](http://www.CFAHouston.com) after the Giveaway Period.

Sponsor: Participating Chick-fil-A Operators of Greater Houston, Texas, 5006 Garth Road, Baytown, TX 77521; Feld Entertainment, Inc., 8607 Westwood Center Drive, Vienna, VA 22182.