

## Mitchell's Dinner for Two Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Mitchell's Dinner for Two (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of Ruth's Hospitality Group, Inc., Endai Worldwide, ePrize, LLC, and their parent and affiliate companies and advertising agencies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Ruth's Hospitality Group, Inc., 500 International Parkway, Suite 100, Heathrow, FL 32746. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** The Sweepstakes begins on November 2, 2009 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2009 at 11:59 p.m. ET (the "Promotion Period"). Endai Worldwide's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** There are two (2) ways to enter:

- a) **In Restaurant:** During the Promotion Period and during posted restaurant hours, visit the Mitchell's Fish Market located in West Chester, and purchase a total of \$100 worth of gift cards, complete a Sweepstakes entry form and hand it to your server or the hostess. You will receive one (1) entry into the Sweepstakes. If you do not choose to purchase gift cards, you may request a Sweepstakes entry form and enter without making a purchase.
- b) **Online:** During the Promotion Period, visit [www.MitchellsDinnerForTwo.com](http://www.MitchellsDinnerForTwo.com) and follow the links and instructions to complete and submit the registration form including the West Chester Mitchell's location and a valid home address. P.O. Boxes are not permitted. You automatically will receive one (1) entry into the Sweepstakes.

**Limit:** Each participant may enter one (1) time per day for this Mitchell's Fish Market location during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for

assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**5. Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around January 12, 2010. The potential winner will be notified by telephone and email. The potential winner will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim the prize. If a potential winner cannot be contacted, or fails to sign and return the Affidavit within the required time period, potential winner forfeits the prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

**6. Prize: ONE (1) GRAND PRIZE:** Dinner for Two for a Year, fulfilled as twelve (12) \$75 gift cards to Mitchell's Fish Market, terms and conditions apply. Approximate Retail Value: \$900. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

**7. Release:** By receipt of the prize, winner agrees to release and hold harmless Sponsor, Endai Worldwide, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's

failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from entrants is subject to ePrize, LLC's Privacy Policy <http://www.eprize.com/privacy/privacypolicy.html> and Sponsor's Privacy Policy <http://www.mitchellsfishmarket.com/privacypolicy.cfm>.

**13. Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than May 12, 2010. For the Winner List, send an email with subject line: "Mitchell's Dinner for Two, Winner List Request," to WinListRequests@eprizefulfillment.com.

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## **Mitchell's Dinner for Two Abbreviated Rules**

### **1. ABBREVIATED RULES for Print**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 21 YEARS AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 12/31/09. For Official Rules, free method of entry, prize description and odds disclosure, visit [www.MitchellsDinnerForTwo.com](http://www.MitchellsDinnerForTwo.com) or see the hostess at any Mitchell's Fish Market restaurant. Sponsor: Ruth's Hospitality Group, Inc., 500 International Parkway, Suite 100, Heathrow, FL 32746.

### **2. Abbreviated rules for online Ads – Banner**

NO PURCHASE NECESSARY. Ends 12/31/09. To enter and for Official Rules, visit [www.MitchellsDinnerForTwo.com](http://www.MitchellsDinnerForTwo.com) or see the hostess at any Mitchell's Fish Market restaurant.

### **3. Abbreviated Rules for online Ads – Not a Banner**

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.) 21 years and older. Ends 12/31/09. To enter and for Official Rules, including odds, free method of entry, and prize description, visit [www.MitchellsDinnerForTwo.com](http://www.MitchellsDinnerForTwo.com) or see the hostess at any Mitchell's Fish Market restaurant. Void where prohibited.

### **4. Super-abbreviated rules for in-store print (poster and entry form) – provided in Recap.**

NO PURCHASE NECESSARY. 50 U.S. (D.C.) 21 AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 12/31/09. Visit [www.MitchellsDinnerForTwo.com](http://www.MitchellsDinnerForTwo.com) or see the hostess at any Mitchell's Fish Market restaurant for full Official Rules.