

Friday's® Travelocity Sweepstakes

Official Rules

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

1. Eligibility: The Friday's® Travelocity Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States (and D.C.) who are 21 years of age or older at the time of entry. Employees of TGI Friday's Inc., and its franchisees and distributors, Merkle, Inc., MICROS Systems, Inc., Travelocity, Promotional Resources Group, Inc., and their respective parent companies, subsidiaries, affiliates, agents and those prize providers and agencies that are involved in this Promotion, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited by law.

2. Sponsor: The Promotion is sponsored by TGI Friday's Inc., 4201 Marsh Lane, Carrollton, TX 75007. **Judging Agency:** Promotional Resources Group, Inc. River Vale, New Jersey 07675.

3. Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Judging Agency, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Promotion Period: The Promotion begins on January 17, 2012 at 9:00 a.m. Eastern Time ("ET") and ends on February 13, 2012 at 11:59 p.m. ET (the "Promotion Period") and consists of four (4) entry periods (each an "Entry Period"), as set forth in these official rules.

5. How to Enter: You may enter the Sweepstakes via any of the in restaurant, web, mobile or mail in methods of entry during the Entry Period as described below:

ENTER THE SWEEPSTAKES BY AUTOMATIC ENTRY: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

You will automatically receive one (1) entry into the sweepstakes if you are already a member of the T.G.I. Friday's Give Me More Stripes® program (Membership is Free) with a qualifying purchase that includes purchase of any food item during the entry period at any participating Friday's restaurant. To receive entry for a qualifying purchase, when your server comes to the table, let them know you are a Give Me More Stripes member. Then simply provide your server with your Give Me More Stripes account number or the phone number you used to sign up to be a Give Me More Stripes® member. The following purchases qualify for entry:

- Entry will be given for dine-in, to-go and delivery orders.
- Entry will be given if you pay your check with a gift card, but you will not be given entry for purchasing a gift card.
- Entry will not be given for alcoholic beverage only purchases, the check must also include purchase of a food item.

Each automatic entry will be deemed to have been submitted by the Give Me More Stripes® member in whose name the Give Me More Stripes® account associated with the membership used for automatic entry is held. If you are not a current member of the T.G.I. Friday's Give Me More Stripes® program you can automatically receive one (1) entry into the sweepstakes when you sign up and join the Give Me More Stripes® program (Membership is Free). Limited to one membership account per guest. You can sign up for Give Me More Stripes® at participating Friday's locations by telling your server you wish to join and completing the paper sign-up form or entering on the Jukebox application (if available in that restaurant location). Paper sign-up forms are data entered by restaurant staff via www.givememorestripes.com. Or you can enroll via your mobile phone via SMS or WAP. Just text "JOIN" to "698443" (message and data rates may apply). Or you can scan a QR code that appears on in-restaurant materials using your mobile device. Simply complete the QR code-initiated sign-up form from your mobile device. You can also visit www.tgifridays.com or www.givememorestripes.com or go to Friday's Facebook page to join. Once a member of the Give Me More Stripes® program you can earn additional sweepstakes entries by automatically receiving one (1) entry into the sweepstakes with a qualifying purchase that includes purchase of any food item during the entry period at any participating Friday's restaurant, as described above. Participation in the T.G.I. Friday's Give Me More Stripes® Rewards Program is subject to the full statement of terms and conditions located on the www.givememorestripes.com website. Accessing the site or performing any transaction implies that you have received and agree with the full statement of terms and conditions, which are subject to change at any time without notice. You must have a valid deliverable, contactable email address to gain sweepstakes entry.

TO RECEIVE ENTRY WITHOUT PURCHASE, You may legibly hand print your name, address (including zip code), day and night telephone numbers (including area code), age and email address (optional) on a 3" X 5" piece of paper/card and send it in a #10 business size envelope to Friday's Travelocity Sweepstakes, P.O. Box 546 Tenafly, NJ 07670. One entry per envelope. Limit of one (1) entry per person per day for each weekly entry period regardless of the method of entry. No copies, mechanical reproductions or metered mail accepted. In order to enable mail in entrant's equal opportunity, mail in entrants may begin mailing entries with the requested contact information as outlined above, to be postmarked as early as 1/10/12. Mail in entries must be postmarked no later than 2/13/12 and received by 2/20/12. Proof of mailing does not constitute proof of delivery. Once submitted, entries become the sole property of Sponsor and will not be acknowledged or returned.

A daily random drawing for daily prizes will be held from among all eligible entries (automatic entries and 3" x 5" papers/cards) submitted for each day during the entry period; the weekly random drawing for a Grand Prize will be held from among all eligible entries submitted (automatic entries and 3" x 5" papers/cards) for each of the days comprising that week's entry period.

Weekly Entry periods are as follows:

Week One: January 17 – January 23, 2012.

Week Two: January 24– January 30, 2012.

Week Three: January 31– February 6, 2012.

Week Four: February 7 – February 13, 2012.

Entries submitted on a day during a weekly entry period will not be carried over to sweepstakes drawings for subsequent weekly entry periods or for subsequent daily drawings during that weekly entry period. But, entries for a given day during a weekly entry period will be carried over to the weekly random drawing for that weekly entry period. Judging agency will conduct random drawings and select daily and weekly prize winners, 7 – 10 days subsequent to each day/week's drawing dates.

6. Verification of Potential Winners: Potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Judging Agency is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. The potential Daily and Weekly Grand Prize winners will be notified by email. Except where prohibited, all potential Prize winners will be required to sign and return to Judging Agency an Affidavit of Eligibility, Liability and Publicity Release [where lawful] ("Affidavit") in order to claim his/her prize. Judging Agency must receive Prize winner's Affidavit within the time specified in the notice in order for the winner to claim his/her prize. If a potential winner cannot be contacted, or fails to sign and return the Affidavit within the required time period, he/she forfeits prize without compensation of any kind. At Sponsor's sole discretion, winners may be required to produce a picture or some other form of identification to claim a prize. In the event that a potential Prize winner is disqualified for any reason, Judging Agency will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries received for the applicable daily or weekly entry period. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Sweepstakes Prizes: Weekly Prizes: 4 GRAND PRIZES (One Per Week): A \$7,500 Travelocity Vacation Package Gift Card, terms and conditions apply. Approximate Retail Value ("ARV"): \$7,500. The odds of winning a weekly prize depend on the number of eligible automatic and mail in entries received for each respective weekly entry period. Gift card awarded as a promo code. Promo code is good only for prize winner and must be redeemed by midnight, ET, December 31, 2012 for a Flight + Hotel Vacation Package offered at www.travelocity.com, for travel to be completed by June 30, 2013. For the avoidance of doubt, an additional payment is not required from the Grand Prize winner to redeem the prize. Promo code is good for one-time use; any unused portion of promo code will be forfeited. Promo code is non-transferable and cannot be redeemed for cash or combined with any other promotion. Usage of promo code is subject to www.travelocity.com User Agreement and Terms & Conditions.

Daily Prizes: 84 Daily Prizes (Three Per Day): A \$100 Travelocity Vacation Package Gift Card, terms and conditions apply. ARV: \$100. The odds of winning a Daily Prize depend on the number of eligible automatic and mail in entries received for each day. Gift card awarded as a promo code. Promo code is good only for prize winner and must be redeemed by midnight, ET, December 31, 2012 for a Flight + Hotel Vacation Package offered at www.travelocity.com, for travel to be completed by June 30, 2013. For the avoidance of doubt, an additional payment is not required from the Daily Prize winner to redeem the prize. Promo code is good for one-time use; any unused portion of promo code will be forfeited. Promo code is non-transferable and cannot be redeemed for cash or combined with any other

promotion. Usage of promo code is subject to www.travelocity.com User Agreement and Terms & Conditions.

Total ARV of all prizes is \$38,400.

No substitution, exchange or transfer of prize by winner. No cash redemption will be available. Sponsor reserves the right to substitute prize (or any component of prize, as applicable) for one of equal or greater value. Winners are solely responsible for all taxes and fees associated with prize receipt and/or use (unless such fees are specifically indicated herein) and for other costs and expenses not listed above. Weekly Grand Prize Winners will be issued a 1099 tax form reflecting the fair market value of their prize. Limit one daily prize per family/household/address.

8. Publicity: Participation in the Promotion constitutes entrant's consent for Sponsor and its designees to use entrant's name, statements, likeness, photograph and state of residence for promotional purposes in any media without consideration or notice, unless prohibited by law.

9. General Conditions: In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but, not limited to, fraud, technical failures, regularly scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules (as determined by Sponsor in its sole discretion); or (b) cancel the Promotion and award the prizes in a random drawing from among all eligible entries received up to the time of impairment. The 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 Promotion or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability: By participating, entrants agree to release and hold harmless TGI Friday's Inc., and its franchisees and distributors, Promotional Resources Group, Inc., Merkle, Travelocity and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Promotion or the processing of entries; or (e) 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 Promotion or receipt or use of any prize including, any related to travel. 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 Sweepstakes entry, if feasible; and if commercially not feasible for any reason, as determined by Sponsor in its sole discretion, Sponsor shall have no liability to entrant.

11. Disputes: Entrant agrees that: (a) decisions by Sponsor on all matters related to the Sweepstakes are final; however, any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Texas; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

12. Promotion Winner List: Winner List (first name, last initial and city/state of residence of Grand Prize Winners) will only be available after the winner's confirmation is complete. To request a winner list, send a self-addressed, stamped envelope to: Friday's® Travelocity Sweepstakes, P.O. Box 413, Tenafly, New Jersey, 07670 to be received by April 13, 2012.