

Auntie Anne's Pretzel Perfect Day At The Mall
Sweepstakes Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES, WHO ARE 18 YEARS OF AGE OR OLDER.

1. SPONSOR: Auntie Anne's, Inc., 160-A Route 41, Gap, PA 17527
2. TO ENTER: Beginning October 29, 2007 at 12:01:01 a.m. CT enter online at www.auntieannes.com. Online entries must be received by 11:59:59p.m. CT November 30, 2007. Entries cannot be acknowledged and become the sole property of the sponsor upon receipt. Limit one entry per person or email address per day. For a complete copy of the rules, send a self-addressed, stamped envelope to: Attn: "Pretzel Perfect Day At The Mall Sweepstakes" RULES; C/O CHCorp: PO Box 38081; Dallas, TX 75238 Requests must be received by November 30, 2007.
3. LIMITATIONS: Open only to legal residents of the 48 contiguous United States, who are 18 years of age or older or the age of majority in his/her state of residence, whichever is older. Minors are ineligible to enter or win. Employees of Auntie Anne's, Inc. or any of its Franchisees, subsidiaries, affiliates, distributors, and their respective agencies, vendors or franchise partners and members of the immediate families and household members of each are not eligible. Void in AK and HI and wherever prohibited by law. Sweepstakes is subject to all federal, state and local laws and regulations. All federal, state and local taxes on any and all prizes are the sole responsibility of the winners. Winner will be sent an IRS Federal 1099-MISC tax form for the retail value of any prize at or above \$600. Limit one prize per household or family.
4. PRIZES: **(1) GRAND PRIZE:** \$4,000 shopping spree, awarded in the form of a gift card**, limousine transportation to mall and home, personal valet for one-day shopping trip to carry bags, and (1) \$25 Auntie Anne's gift card (approximate value: \$5,000). **(1) FIRST**

PRIZE: \$2,000 shopping spree, awarded in the form of a gift card** and (1) \$25 Auntie Anne's gift card. **(1) SECOND PRIZE:** \$1,000 shopping spree, awarded in the form of a gift card** and (1) \$25 Auntie Anne's gift card. **(10) OTHER PRIZES** (1) \$100 shopping spree, awarded in the form of a gift card** and (1) \$25 Auntie Anne's gift card. **(50) OTHER PRIZES:** (1) \$25 Auntie Anne's gift card. **Approximate Retail Value of all prizes** \$10,550. Prizes are not redeemable for cash (except as provided herein) or transferable (except as provided herein); no substitutions are allowed except at Sponsor's sole discretion, if featured prize becomes unavailable. Any unclaimed and/or unused portion of the prize packages will be forfeited and will not be substituted.

***Gift cards will be selected from vendors such as American Express, Mastercard or local malls, at Sponsor's sole discretion, and are subject to limitations stated thereon.*

5. PROCEDURES: The winners will be selected from among eligible entries received in a random drawing on or about December 14, 2007. The Sponsor's decision is final and binding. Odds of winning depend upon the total number of eligible entries received.
6. WINNERS: The winners will be notified by phone and/or mail after December 14, 2007. Grand prize, First Prize, and Second Prize winners will be required to provide proof of age and execute and return an affidavit of eligibility and a liability/publicity release within 14 days of notification mailed or prizes will be forfeited. If the Grand Prize winner fails to execute and return the affidavit of eligibility, an alternate winner will be selected. If any First or Second prizes are returned as undeliverable, Sponsor shall have the right, but not the obligation, to select alternate winners. A list of prize winners can be obtained by sending a self addressed, stamped envelope by 12/29/07 to: Attn: "Pretzel Perfect Day At The Mall Sweepstakes " RULES; C/O CHCorp: PO Box 38081; Dallas, TX 75238. By accepting a prize, winner consents to use of his/her name and/or likeness for advertising and promotional purposes, except where prohibited. In the event of a dispute, all online entries will be deemed to

have been submitted by the owner of the account from which they were sent. For these purposes, an account holder shall mean the natural person assigned to such account by the Internet access provider, online service provider or other organization responsible for assigning account addresses for the domain associated with such account. Any questions regarding the number of entries submitted or the owner of an account shall be determined by Sponsor in its sole discretion.

7. **ADDITIONAL CONDITIONS:** By entering this sweepstakes, you accept and agree to abide by and be bound by these rules and Sponsor decisions, which are final. Sponsor, Sponsor's Franchisees, Sponsor's parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility with regard to: (i) entries that contain incorrect or inaccurate entry information or do not comply with these rules; (ii) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error or malfunction of any kind; (iii) failures, omission, interruption, deletion, or defect of any telephone network, computer on-line systems computer equipment, servers access providers or software including, but not limited to any injury or damage to participants' or any other person's computers relating to or resulting from participation in this sweepstakes; inability to access the entry website or any pages thereof; theft tampering destruction, or unauthorized access to or alteration of entries; (iv) any inability of the winner to accept the prize the prize for any reason; (v) if a prize cannot be awarded due to travel cancellation, delays or interruptions due to Acts of God, natural disasters, terrorism or weather; or (vi) any damages or losses of any kind caused by any prize or resulting from participating in this promotion or any promotion or prize related activities. Sponsor, in its sole discretion, reserve the right to disqualify any person tampering with the entry process or the operation of this promotion or otherwise violating these rules. Sponsor reserves the right, in its sole discretion to cancel or suspend the sweepstakes, in whole or in part, and randomly award the prizes from

among all eligible entries received prior to action taken by Sponsor should fraud, virus, bugs or other causes beyond the control the Sponsor corrupt the administration, security or proper play of the game.

8. **LIMITATIONS OF LIABILITY:** By entering this sweepstakes, entrants and winners release and hold harmless Sponsor and its parent companies, all of its subsidiaries, affiliates, partners, representatives, related entities, and their respective directors, officers, employees and agents ("Sponsor Parties") from any and all liability for injuries, loss, harm, cost or expense whatsoever including without limitation, property damage, personal injury (including emotional distress), and/or death which may occur in connection with preparation for or participation in, the sweepstakes, and/or damage of any kind arising from or in connection with the sweepstakes or acceptance, use, misuse or possession of any prize and waive any and all claims against Sponsor Parties for any and all such injuries, loss or damage.
9. **DISCLAIMER OF WARRANTIES:** SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, CONCERNING THIS SWEEPSTAKES. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED IN ALL RESPECTS TO THE DURATION OF THE SWEEPSTAKES. IN NO EVENT WILL SPONSOR PARTIES OR ANYONE ELSE INVOLVED IN THE CREATION OR OPERATION OF THIS SWEEPSTAKES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. You may also have other rights that may vary from state to state.

COUNTER CARD: NO PURCHASE NECESSARY.

To register, go to www.auntieannes.com. Online entries must be received by 11:59:59p.m. CT November 30, 2007. Open only in 48 contiguous US states. You must be 18 to enter. Void where prohibited. For complete rules, visit www.auntieannes.com.

TEAR OFF: NO PURCHASE NECESSARY. To register, go to www.auntieannes.com. Online entries must be received by 11:59:59p.m. CT November 30, 2007. Open only in 48 contiguous US states. You must be 18 to enter. Void where prohibited. For complete rules, visit www.auntieannes.com or send a self-addressed, stamped envelope to: Attn: "Pretzel Perfect Day At The Mall Sweepstakes" RULES; C/O CHCorp: PO Box 38081; Dallas, TX 75238 by November 30, 2007.

Odds of winning depend on number of entries received:

Prizes: **PRIZES: (1) GRAND PRIZE:** \$4,000 shopping spree, awarded in the form of a gift card**, limousine transportation to mall and home, personal valet for one-day shopping trip to carry bags, and (1) \$25 Auntie Anne's gift card (approximate value: \$5,000). Grand Prize Winner may choose a cash prize of \$5,000 in lieu of the grand prize package offered. **(1) FIRST PRIZE:** \$2,000 shopping spree, awarded in the form of a gift card** and (1) \$25 Auntie Anne's gift card. **(1) SECOND PRIZE:** \$1,000 shopping spree, awarded in the form of a gift card** and (1) \$25 Auntie Anne's gift card. **(10) OTHER PRIZES** (1) \$100 shopping spree, awarded in the form of a gift card** and (1) \$25 Auntie Anne's gift card. **(50) OTHER PRIZES:** (1) \$25 Auntie Anne's gift card. **Approximate Retail Value of all prizes \$10,550.** ***Gift cards will be selected from vendors such as American Express, Mastercard or local malls, at Sponsor's sole discretion, and are subject to limitations stated thereon.*