



TCBY®

“THIS COULD BE YOURS, THE GREAT TCBY STORE GIVEAWAY”
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

1. **ELIGIBILITY.** The “This Could Be Yours, the Great TCBY Store Giveaway” (the “Contest”) is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all other territories), who are 21 years of age or older. Employees, agents, officers and directors of TCBY Systems, LLC (“Sponsor”), and its affiliates, subsidiaries, franchisees, divisions, advertising, promotional, fulfillment and marketing agencies, their immediate families (parent, child, sibling or spouse) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Contest.

By entering the Contest, you agree to release, discharge and hold harmless Sponsor, its affiliates, subsidiaries, franchisees, divisions, retailers, agencies and their respective officers, directors, employees and agents, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Contest or any portion thereof, or the acceptance, use/misuse or possession of prizes. By entering, you agree to these Official Rules and to the decisions of the contest judges, including Sponsor, whose decisions are final and binding.

2. **HOW TO ENTER.** To enter, create a two-minute video of yourself communicating why you should win a TCBY store in your town, then submit (a) an entry form at www.tcb.com with your name, address, email address, mobile phone number, birthdate, and limited financial information as requested; (b) an original essay of no more than 500 words explaining what professional experience makes you qualified to run a TCBY store; and (c) a link to your video upload on www.youtube.com.

The Contest entry period begins at 12:00:00 AM Mountain Time (“MT”) on October 5, 2009 and ends at 11:59:59 PM MT on November 30, 2009. Entries received after the Contest entry period are void and ineligible for consideration by judges.

Once you submit your entry form and original video, you will be officially entered into the Contest. Contest entries cannot be revised or altered once submitted. By your submissions, you represent and warrant that they are your own original creation, have not been copied in whole or in part from any other work and do not violate or infringe any copyright, trademark or other proprietary right of any person or entity (including any rights of privacy or publicity). Once submitted, the essay or video becomes the exclusive property of Sponsor and will not be returned. By entering, you grant Sponsor and anyone they may authorize permission to display your video, essay and biographical information on websites of TCBY and its affiliates, including www.tcb.com.

Sponsor shall have the right to disqualify any entries that it deems obscene, vulgar, sexually explicit, lewd, derogatory, inappropriate, or otherwise not in good taste, as determined by Sponsor in its sole discretion. Sponsor is not responsible for late, lost, illegible, incomplete, stolen, garbled or misdirected entries, all of which are void. Odds of winning depend on the number of eligible entries received.

3. **CONTEST JUDGING.** The Contest judging period begins on December 1, 2009 and ends on December 31, 2009. Sponsor or its designees will subjectively evaluate the submissions on the basis of creativity, presentation and ability to answer the question “why you and why your town?” and select 25 semi-finalists. Sponsor will notify the semi-finalists by January 4, 2010 and post their videos at www.tcb.com for online voting by the public during the period January 18, 2010 through February 5, 2010. The top 10 videos selected by the public will be finalists for the Grand Prize. Sponsor will contact the 10 finalists for its standard franchisee screening process, in which business experience, financial assets, background check and other requirements of prospective TCBY franchisees will be evaluated. All information provided by finalists is subject to verification by Sponsor. All finalists will be provided Franchise Disclosure Documents in compliance with state and federal law. Sponsor will select one Grand Prize Winner from the finalists. Sponsor’s decisions will be made in Sponsor’s sole discretion and will be final and binding. The Grand Prize Winner will be notified on February 26, 2010 and will be announced once the prize is accepted.

If the potential winner cannot be contacted, is ineligible, unqualified of franchise ownership, or fails to return the completed and executed Affidavit and Release; or if the potential winner otherwise fails to fully comply with these Official Rules, the prize may be awarded to an alternate winner as selected by Sponsor.

4. **CONTEST PRIZE.** Sponsor will award one TCBY store to one Grand Prize Winner. The Grand Prize consists of the following: the right to enter into a limited 10-year term license agreement with Sponsor to operate a single unit franchise location of TCBY, including waiver of the franchise fee (valued at \$10,000); store build-out (valued at \$125,000); equipment, furniture and signage (valued at \$125,000); opening inventory and supplies (valued at \$10,000); travel and living expenses while attending training in Utah (valued at \$3,500); and Grand Opening promotional expenses (valued at \$7,500). The total approximate retail value of the prize is \$312,500.

No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if the prize, or portion of the prize, becomes unavailable. The prize may not be redeemed for cash value. If the individual selected declines to accept the prize or is unable to fulfill Contest requirements, there will be no cash compensation.

All federal, state, local, and other taxes on the prize are the sole responsibility of the winner. All other expenses not specified herein, including federal, state, local, and departure, licenses and registrations, are the sole responsibility of the winner.

5. **PRIZE ACCEPTANCE.** In order to accept the prize, the winner must meet the current TCBY requirements to be a franchisee and must sign the current TCBY Franchise Agreement, including without limitation the obligation to pay future franchise fees and royalties and limitations on transfer of the store. Further, the Grand Prize Winner must sign a joint venture or similar agreement with Sponsor pertaining to future ownership and operation of the store. The Grand Prize Winner will be the owner or lessee of the property for the store and is responsible for all other expenses associated with a store opening and operation, including advertising, inventory and labor costs. The Grand Prize Winner should independently evaluate the franchise opportunity, seeks its own legal and financial counsel, and has no obligation to accept the prize. If the initially selected Grand Prize Winner chooses not to accept the prize, Sponsor may select an alternate winner from the finalists.

In addition to signing applicable agreements, the Grand Prize Winner may be required to satisfactorily complete an Affidavit of Eligibility showing that winner has complied with these rules, and a Liability and Publicity Release. The Grand Prize Winner must agree in writing that Sponsor, and anyone that it may authorize, may without compensation publish, display and otherwise use winner's name, photograph or other likeness, biographical information and statements concerning the Contest for purposes of advertising and promotion without additional compensation. The Grand Prize Winner must also be available for in-person promotional activities as requested by Sponsor.

6. **GENERAL CONDITIONS.** Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest, to void suspect entries and/or cancel, terminate or suspend all or any portion of this Contest should any fraud, or a virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Contest, as determined by Sponsor in its sole discretion, and, in any such event, at its discretion, select winners from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension.

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

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Utah, without giving effect to any choice of law or conflict of law rules (whether of the State of Utah, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Utah.

7. **WINNERS LIST.** To receive the name of the winner, send a self-addressed stamped #10 envelope to: Store Give-away Winner List Request, 2855 East Cottonwood Parkway, Suite 400, Salt Lake City, Utah 84121.

Sponsored by:
TCBY Systems, LLC
2855 East Cottonwood Parkway, Suite 400
Salt Lake City, Utah 84121

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