

Spike's You Make The Call Sweepstakes, presented by Popeye's

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. Void where prohibited or restricted by law.** *Spike's You Make The Call Sweepstakes, presented by Popeye's* (the "Sweepstakes") is open to legal residents of the forty-eight (48) contiguous United States, who, at the time of entry, are able and prepared to document that they are at least eighteen (18) years of age and not a minor in their primary state of residence. Sweepstakes is not open to officers, directors, employees or agents of New 38th Floor Productions Inc. and AFC Enterprises, Inc. (New 38th Floor Productions Inc. and AFC Enterprises, Inc. collectively, the "Sponsors"), MTV Networks, a division of Viacom International Inc., or the officers, directors, employees of their respective parents, divisions, subsidiaries and/or affiliated companies, Franchisees, licensees, advertising and promotional agencies (collectively, the "Excluded Parties"), or any of their immediate family members (including, without limitation, spouse, parent(s), child(ren), sibling(s), and their respective spouses) or those living in the same households, whether or not related, of such individuals or any person(s) who have won a prize in any Sponsors' or affiliated sweepstakes or contest during the year preceding the Entry Period (as defined below). Winner (as defined below) must prove eligibility to the satisfaction of the Sponsors, whose decisions shall be final and binding. Sweepstakes is and shall hereafter be subject to all applicable federal, state, and local laws. Immediately upon entry, all entries become the property of Sponsors and will neither be acknowledged nor returned other than as herein described. By entering, each entrant (the "Entrant") acknowledges acceptance of and compliance with these official rules ("Official Rules").

2. **TO ENTER:** Enter the Sweepstakes during the Entry Period on-line only by completing the Sweepstakes registration form available on the Internet via <http://thecallsweeps.spike.com> (the "Website"). Entries received prior to or after the Entry Period shall be considered void. Use of a profane username or the submission of false or misleading personal information by an Entrant will be grounds for disqualification. Determination of information to be profane, false, or misleading is at the sole discretion of the Sponsors.

To be eligible for participation in the Sweepstakes, each Entrant must input all required data on the Sweepstakes registration form. Incomplete or inaccurate entries shall be deemed void. At the time of entry, Entrant will be required to opt-in to enter the Sweepstakes, and if Entrant isn't already registered, Entrant will have to sign-up to become a registered user of the Website (there is no charge or fee to sign up and register), and Entrant will also be required to signify Entrant's agreement to the terms and conditions that apply to Entrant's registration. In the event these Official Rules conflict with the Terms of Service for the Website, these Official Rules shall apply.

Limit one (1) entry per person per day during the Entry Period. In the event of any dispute regarding the identity of a person submitting an entry, the entry will be deemed submitted by the authorized e-mail account holder, which is defined for these Official Rules as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Collection and use of personally identifiable information will be conducted in accordance with the Privacy Policy posted on the Website.

3. Entry period commences 4:59:59 p.m. (Eastern Daylight Time), May 19, 2009, and ends 11:59:59 p.m. (Eastern Daylight Time), July 13, 2009 (the "Entry Period"). One (1) winner (the "Winner") will be selected by Sponsors in a random drawing from among all

eligible entries on or about July 14, 2009 (the "Drawing"). Odds of winning will depend on the total number of eligible entries received.

4. Prize: The Winner will receive a Hi-Def Home Theater System (including delivery and home installation), including the following, as determined by Sponsors in its sole discretion:

- a) One (1) Sharp Aquos 46" LCD HDTV;
- b) One (1) Bose® - Lifestyle® V20 Home Theater System;
- c) One (1) PS3 80GB game console;
- d) One (1) One (1) PS3 Grand Theft Auto IV videogame;
- e) One (1) PS3 Call of Duty: World at War videogame;
- f) One (1) PS3 Madden NFL 09 videogame; and
- g) One (1) La-Z-Boy Recliner.

All of the foregoing shall be collectively referred to as the "Prize." Winner shall be solely responsible for compliance with any and all federal, state and local taxes associated with the acceptance and use of the Prize as well as any and all expenses accrued in connection with the Prize not expressly described herein. All details for the Prize shall be determined at the sole discretion of the Sponsors. The Prize is non-transferable. Substitution of the Prize, or any portion thereof, by the Winner is prohibited. **No cash redemption permitted by Winner.** Sponsors reserve the right to substitute the Prize (or any portion thereof) with another prize of comparable or greater value, at the Sponsors' sole discretion. **Total approximate retail value of the Prize is Four Thousand Three Hundred Fifty Dollars (\$4,350.00).**

Arrangements for all Prize fulfillment to be made by Sponsors in Sponsors' sole discretion on or before December 31, 2009.

5. Potential Winner: On or about July 15, 2009, Sponsors will attempt to contact the potential Winner via email and/or telephone (as such information is provided on the Sweepstake entry form). If a particular potential Winner does not acknowledge receipt/acceptance of Prize within forty-eight (48) hours after notification is sent by Sponsors, or Prize notification is returned as undeliverable, that potential Winner will be disqualified without further notice and an alternate Winner will be selected at random from among the remaining eligible Entrants. Potential Winner must, within five (5) days of notification by Sponsors, prove eligibility to the satisfaction of the Sponsors, including verification of age and residence. In order for a potential Winner to be deemed the Winner and eligible for the Prize, the potential Winner will be required to: (i) sign an affidavit releasing Sponsors and Excluded Parties from any and all liability, claims, demands and causes of action for personal injury, death and/or damage, theft, or loss suffered in connection with this Sweepstake, and/or the use or acceptance of the Prize or any portion thereof; and (ii) where permitted by law, granting Sponsors the right to use Winner's name, voice and likeness for advertising and publicity purposes in any and all media whether now existing or hereafter invented, in perpetuity without additional compensation, and (iii) provide a signed affidavit of eligibility and compliance with these Official Rules and any and all legal documents which Sponsors may require (including a W-9 tax form) before being deemed the Winner. No Prize will be awarded until such requirements are met.

The value of the Prize is taxable as income and Winner is solely responsible for all matters relating to the Prize, including, but not limited to, compliance with all applicable federal, state and local taxes that become due with respect to the Prize. In the event (i) Winner chooses not to accept the Prize, (ii) does not comply with these Official Rules, or (iii) Sponsors are unable to contact the Winner or notification of Prize is undeliverable, the Prize will be forfeited in its entirety and awarded to an alternate Winner

which will be randomly selected from all of the remaining eligible entries.

6. By entering, Entrant acknowledges acceptance of and compliance with these Official Rules including all eligibility requirements included herein. Sponsors and Excluded Parties are not responsible for entries that are illegible, incomplete, lost, delayed, mutilated and misdirected, or for typographical errors in the rules or any problems or technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer on-line systems, servers or providers, computer equipment, software, failure on account of technical problems or traffic congestion on the internet or at any web site or any combination thereof, including injury or damage to Entrant's or to any other person's computer related to or resulting from participating or downloading materials contained in this Sweepstakes. If for any reason the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsors reserve the right at Sponsors' sole discretion to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Sweepstakes in any manner. Should the Sweepstakes be terminated or cancelled prior to the stated expiration date, notice will be posted on the Website, and any entries received prior to the termination or cancellation will be included in the Drawing. Entries that have been tampered with or altered will be deemed void. The use of any system or agent to submit entries in connection with this Sweepstakes is prohibited and will result in disqualification. Sponsors reserve the right at their sole discretion to disqualify any individual they deem to be tampering with the entry process or the operation of the Sweepstakes or any web site associated therewith; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. CAUTION: ANY ATTEMPT BY A SWEEPSTAKES ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS AND THEIR DESIGNEES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH SWEEPSTAKES ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Sponsors makes no warranties, representations or guarantees with respect to the merchantability, quality, or fitness for a particular purpose of the Prize or any component of the Prize. By accepting the Prize, Entrant releases and discharges Sponsors and Excluded Parties from any and all liability whatsoever in connection with the Prize, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind.

8. Immediately upon entry, all entries become the property of Sponsors and will not be acknowledged or returned except as herein described. Entry into this Sweepstakes constitutes Entrant's advance consent to sign any and all legal documents which Sponsors may require. By participating in this Sweepstakes, Entrant agrees to be bound by these Official Rules and the decisions of Sponsors, which are final in all matters relating to this Sweepstakes. All interpretations of the Official Rules and decisions by Sponsors are final.

9. For name of Winners and/or a copy of these Official Rules, send a stamped, self addressed envelope to:

New 38th Floor Productions Inc.
Spike's You Make The Call Sweepstakes, presented by Popeye's
345 Hudson Street, 7th floor

New York, NY 10014
Attn: Marketing Dept.

All requests for Winner's name and/or a copy of these Official Rules must be received by July 14, 2010. Vermont residents may omit return postage on all rules requests.

Sponsors:

New 38th Floor Productions Inc., 345 Hudson Street, 7th Floor, New York, New York 10014.
AFC Enterprises, Inc., 5555 Glenridge Connector NE, Ste. 300, Atlanta, Georgia 30342.

PRIVACY POLICY

† Please read our Terms & Conditions on the Website. © Copyright 2009 Spike Digital Entertainment, Inc. All rights reserved.

Spike's You Make The Call Sweepstakes, presented by Popeye's
On-Air Chyron Rules
Sweepstakes Subject to Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. Void where prohibited or restricted by law.

Sweepstakes open to legal residents of the forty-eight (48) contiguous United States, who, at the time of entry, are at least eighteen (18) years of age and not a minor in their primary state of residence. Sweepstakes commences 4:59:59 p.m. (Eastern Daylight Time), May 19, 2009, and ends 11:59:59 p.m. (Eastern Daylight Time), July 13, 2009. Subject to Official Rules available on the Internet at <http://thecallsweeps.spike.com>.