



DEL TACO AND ANAHEIM DUCKS RAVING FAN EXPERIENCE SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1) **PROMOTION**

- a) The **Raving Fan Experience Sweepstakes** (the "Sweepstakes") is sponsored by **ANAHEIM DUCKS HOCKEY CLUB, LLC**, a California limited liability company, located at 2695 East Katella Avenue, Anaheim, CA 92806 and **DEL TACO LLC** a California limited liability company, located at 25521 Commercentre Drive, Suite 200, Lake Forest, CA 92630.

2) **ELIGIBILITY**

- a) The Sweepstakes is only open to legal residents with a valid U.S. driver's license that reside in the following Southern California counties: Los Angeles, Riverside, Orange, Ventura, San Bernardino, Santa Barbara, San Luis Obispo, Kern, San Diego, or Imperial and who are, as of the date of entry, **18 years of age or older**. Employees of DEL TACO LLC (the "Sponsor"), ANAHEIM DUCKS HOCKEY CLUB, LLC ("ADHC") and each of their respective corporate parents, subsidiaries, and affiliates, its advertising agencies, participating sponsors/promotional partners (collectively, the "Sweepstakes Entities"), and the members of their immediate families and/or those persons living in the same households of such individuals are ineligible to participate or win. For the purpose of this Sweepstakes, "family members" are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.
- b) Entrants are required to provide truthful information and the Sponsor will disqualify any entry that it discovers to be false or fraudulent. The Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements and will also delete any entry received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.

3) **HOW TO ENTER**

- a) The **Raving Fan Experience Sweepstakes** will begin on or about 7:00pm PST Pacific Time ("PT") on October 3, 2009, and all online entries must be received no later than 11:59pm PT on April 11, 2010 (the "Sweepstakes Period").
- b) To enter the Sweepstakes during the Sweepstakes Period:
 - i) Go Online to www.deltaco.com/ducks (the "Web Site") during the Sweepstakes Period, and complete the online entry form with your first and last name, date of birth, home zip code, mobile telephone number, and click on the "Enter" or "Submit" button. Entrant must complete the entry form with all required information for the

entry to be eligible. Only one internet entry per person and one internet entry per email address is permitted. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, but only if that authorized account holder is eligible for this Sweepstakes. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible by assigning email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. With respect to any winning entry, the winner may be required to provide Sponsor with proof that the person is the registered account holder of the e-mail address associated with the winning entry. All entries submitted become the sole property of the Sponsor and will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Sponsor. Sponsor's computer is the official time keeping device for the Sweepstakes. The Sponsor is not responsible for entries not received due to difficulty accessing the Internet, service outage or delays, computer difficulties or other technological glitches. All on-line entries must be received by April 11, 2010 at 11:59 PM PT.

4) PRIZES

- a) One prize will be awarded each month with the Grand Prize being awarded at the end of the sweepstakes:
- i) October Prize (entries received from 7:00pm PST Pacific Time ("PT") on October 3, 2009, and no later than 11:59pm PT on October 31, 2009).
 - *TICKETS TO A DUCKS SUITE: Ten (10) suite admission tickets to a an Anaheim Ducks home game at the Honda Center during the 2009-2010 NHL regular season. Selection of game and suite location determined by ADHC. Approximate Retail Value ("ARV"): **\$3,000.00.***
 - *PLAYER APPEARANCE BY AN ANAHEIM DUCKS DUCK HOCKEY PLAYER IN SUITE: Selection of player based on availability and at the discretion of ADHC. ARV: **\$0.***
 - *ANAHEIM DUCKS GIFT BAG FOR EACH GUEST: Items included in the gift bag to be determined by ADHC. Limited to ten (10) gift bags ARV: **\$200.00.***
 - ii) November Prize (entries received from 7:00pm PT on October 3, 2009, and no later than 11:59pm PT on November 30, 2009).
 - *11 GAME MINI PLAN TICKETS: Two (2) Terrace Level tickets to 11 games during the Anaheim Ducks regular season. Game dates to be determined by the Anaheim Ducks. ARV: **\$800.00.***
 - *DEL TACO GIFT CARD: Gift Card redeemable at participating Del Taco locations for any Del Taco product. ARV: **\$100.00.***
 - iii) December Prize (entries received from 7:00pm PT on October 3, 2009, and no later than 11:59pm PT on December 31, 2009).
 - *"SKATE WITH THE DUCKS": Winner and ten (10) friends get to watch an Anaheim Ducks practice at Honda Center on a date determined by ADHC and skate on the ice after the team's practice. ARV: **\$500.00.***

- iv) January Prize (entries received from 7:00pm PT on October 3, 2009, and no later than 11:59pm PT on January 31, 2010).
 - *BROADCASTER FOR A NIGHT: Winner gets to be live on television with the Anaheim Ducks broadcasters during a segment of the game. Selection of game and time of segment at the discretion of ADHC. ARV: **\$0.00***
 - *TWO TICKETS TO AN ANAHEIM DUCKS GAME: Two (2) admission tickets to a select Anaheim Ducks home game during the 2009-2010 NHL regular season. Selection of game and seat locations determined by ADHC. ARV: **\$212.00***

- v) February Prize (entries received from 7:00pm PT on October 3, 2009, and no later than 11:59pm PT on February 28, 2010).
 - *TICKETS TO A DUCKS SUITE: Ten (10) suite admission tickets to an Anaheim Ducks home game at the Honda Center during the 2009-2010 NHL regular season. Selection of game and location of suite determined by the sponsor. ARV: **\$3,000.00***
 - *PLAYER APPEARANCE BY AN ANAHEIM DUCKS HOCKEY PLAYER IN SUITE: Selection of player based on availability and at the discretion of ADHC. ARV: **\$0.00***
 - *ANAHEIM DUCKS GIFT BAG FOR EACH GUEST: Items included in the gift bag to be determined by ADHC. Limited to ten (10) gift bags. ARV: **\$200.00.***

- vi) March Prize (entries received from 7:00pm PT on October 3, 2009, and no later than 11:59pm PT on March 31, 2010).
 - *VIP TICKETS TO FAN APPRECIATION NIGHT: Two (2) VIP admission tickets to the Anaheim Ducks Fan Appreciation Night game scheduled for April 11, 2010 at the Honda Center. Selection of seat locations determined by ADHC. ARV: **\$362.00.***
 - *RIDE ON THE ZAMBONI: Winner will have the opportunity to ride on the Honda Center Zamboni during an intermission of the Anaheim Ducks Fan Appreciation game on April 11, 2010. Selection of time for ride determined by ADHC. ARV: **\$0.00.***
 - *PASSES TO THE BLUE LINE LOUNGE: Two (2) passes to the Honda Center Blue Line Lounge for the Anaheim Ducks Fan Appreciation Night game on April 11, 2010. ARV: **\$90.00.***
 - *ANAHEIM DUCKS GIFT BAG FOR EACH GUEST: Items included in the gift bag to be determined by ADHC. Limited to two (2) gift bags. ARV: **\$200.00.***

- vii) Grand Prize (entries received from 7:00pm PT on October 3, 2009, and no later than 11:59pm PT on April 11, 2010).
 - *GO BOLD AT HOME BLOCK PARTY: Anaheim Ducks themed part at your house including appearance by a select Anaheim Ducks player (player determined by ADHC), Wild Wing, and select Power Players. Setup of Anaheim Ducks interactive games (i.e. slapshot), blow up Anaheim Ducks enforcers. Scheduling and other details determined by ADHC. ARV: **\$500.00.***

5) **MONTHLY PRIZE AND GRAND PRIZE DRAWING/WINNER NOTIFICATION**

- a) Decisions of the Sponsor with respect to the Sweepstakes are final.
- b) One (1) Monthly and Grand Prize winners will be selected in a random drawing. The drawing will be held on or about: October Prize on 11/02/2009, November Prize on 12/02/2009, December Prize on 01/02/2010, January Prize on 02/02/2010, February

Prize on 03/02/2010, March Prize on 04/02/2010, and the Grand Prize on 04/15/2010 from among all eligible entries received during the Sweepstakes Period and as described in Paragraph 4(a), above. *Odds of winning the Prizes will depend upon the number of eligible entries received during the Sweepstakes Period as described in Paragraph 4(a), above, for the drawing.* Sponsor will contact the potential winners by mobile phone on the phone number received and will also attempt to leave a voice mail message. If a potential Prize winner does not answer or call back within seventy-two (72) hours after the call, the Prize will be forfeited and the Sponsor will award the prize to an alternate randomly selected Prize winner. All potential winners will be required to sign an affidavit of eligibility, publicity release, liability waiver, indemnification, and/or IRS Form W-9 (collectively "Affidavit") within five (5) days after receipt of such documents or forfeit his/her rights to the Prize.

6) **GENERAL**

- a) Taxes on prizes and all expenses related to acceptance and use of prizes and not specified are the sole responsibility of winners. By entering the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Sponsor, which shall be final and binding in all respects. By participating in this Sweepstakes and/or by accepting any prize that they may win, entrant agrees for entrant and for entrant's heirs, executors, and administrators (i) to release the Sweepstakes Entities and each of their respective parent, subsidiary and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; and each of their respective officers, directors, limited liability company managers, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from or in connection with participation in this Sweepstakes and/or acceptance or use of any awarded prize, (ii) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes, and (iii) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize and expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 and do so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Entry constitutes permission (except where prohibited by law) to use winner's name, city, state, likeness, voice, biographical information and statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification, permission or approval.

7) **WAIVER**

- a) Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error or any kind relating to or in connection with the

Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, the processing of entries, the announcement of the prize or any Sweepstakes-related materials. Sponsor reserves the right in its sole discretion, to cancel, suspend or modify the Sweepstakes, or to disqualify any implicated entrant(s), (and their entries) if any fraud, actions by entrants, technical or other error or problem of any kind, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor reserves the right, at its sole discretion, to award any prize in a random drawing from among all eligible, non-suspect entries received up to the time of the event or action warranting such cancellation. Sponsor and ADHC are not responsible for any failure to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor or ADHC, or other "force majeure" events. Sweepstakes Entities reserve the right to replace and/or substitute a like prize of equal value, should the specified prize, or any portion thereof be unavailable, for any reason.

8) **GOVERNING LAW**

- a) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant, Sponsor, Sweepstakes Entities and/or the Released Parties in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of California. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in California, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of California. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

9) **PRIVACY POLICY**

- a) Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <http://www.deltaco.com/privacypolicy.html>.

10) **WINNERS' LIST**

- a) Sponsor will maintain all records relating to the Sweepstakes as required by law. For a list of winners, send a self addressed, stamped envelope with your written request to DEL TACO LLC, 25521 Commercentre Drive, Suite 200, Lake Forest, CA 92630, Attn: Marketing Department-Ducks Sweepstakes.