

**KFC Mother's Day Giveaway and Sweepstakes
Terms & Conditions**

NO PURCHASE NECESSARY TO PARTICIPATE IN THE GIVEAWAY OR THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES.

Eligibility: The KFC Mother's Day Giveaway and Sweepstakes ("Promotion") is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older and of the age of majority in their state of residence. Recipients must reside within the U.S. Employees of KFC Corporation ("KFCC"), KFC National Council and Advertising Cooperative, Inc. ("NCAC"), Weber Shandwick, and their respective parents, subsidiaries, affiliates, franchisees, members, licensees and promotion and advertising agencies, and members of their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to participate in this Promotion or win any prize. By participating, entrants agree to be bound by these Terms & Conditions and the decisions of KFCC or its designees, the judges of the Promotion, which are binding and final on all matters relating to this Promotion. Void where prohibited. Promotion is subject to all applicable federal, state and local laws.

Promotion Dates: The Promotion consists of two (2) components: a giveaway ("Offer") and a sweepstakes ("Sweepstakes"). "General Conditions" set forth below apply to both Offer and Sweepstakes. Offer will be conducted from May 6, 2009 to May 10, 2009 between noon Eastern Time ("EDT") and 4 p.m. EDT on each day, or while supplies of KFC® gift checks last, whichever is sooner ("Offer Period"). **KFCC reserves the right to extend the Offer Period on each day of the Offer in its sole discretion.** The Sweepstakes will begin at noon EDT on May 6, 2009 and end at 4 p.m. EDT on May 10, 2009 ("Sweepstakes Period").

THE OFFER:

To Participate in the Offer: The first 200 individuals who log onto www.KFC.com during the Offer Period of each day of the Offer, and follow the directions to enter and provide their mother's name and U.S. mailing address will have \$10 in KFC® gift checks sent to their mother at the address provided. You may send in a photo of your mom-themed tattoo or choose to download and apply a temporary tattoo from www.KFC.com. **Submitting a photo as part of the Offer is optional and does not increase your chances of receiving KFC® gift checks.** See Photo Guidelines section below for additional details and photo requirements. Participants should obtain their mothers' permission to provide their addresses prior to participating. There will be no further use of the mothers' addresses beyond mailing the gift checks. Gift checks returned as undeliverable will be forfeited. All photos become the property of NCAC and will not be returned. **Individuals who participate in the Offer may also opt-in to enter the Sweepstakes by selecting the box notifying that they'd like to be entered in the Sweepstakes.**

Offer Conditions: Limit one (1) \$10 KFC® gift check request per person, per e-mail address and per household during the Offer Period. No emails generated by script, macro or other automatic devices or any means which subvert the participation process

will be permitted. \$10 in KFC® gift checks will be provided via U.S. mail within three (3) weeks following the end of the Offer Period. Each KFC® gift check is worth \$5 and is redeemable toward the purchase of KFC® products only at participating KFC® restaurants in the 50 United States and the District of Columbia. Gift checks may not be redeemed for cash, transferred or substituted, except where required by law. All applicable taxes are payable by recipient. May not be combined with any other offer. Certain other terms, conditions and restrictions may apply as specified by KFCC.

Photo Guidelines: Photo must be submitted in .JPG format and cannot exceed 1MB in size. Photo may not contain anything other than the tattoo. Any photo that is obscene or offensive; contains trademarks or logos owned by others; contains any personal identification; contains copyrighted materials owned by others; contains materials embodying the names, likenesses or other indicia identifying any person other than participant's mother figure; communicates messages or images inconsistent with the positive images and/or good will to which KFCC wishes to associate; and/or violates any law will not be posted. Photo must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. By submitting a photo, you hereby grant permission for the photo to be posted on www.KFC.com and KFC Mother's Day group at www.flickr.com. You agree that that Released Parties (as defined below) are not responsible for any unauthorized use of photos by third parties. Released Parties do not guarantee the posting of any photo.

THE SWEEPSTAKES:

To Participate in the Sweepstakes: During the Sweepstakes Period, visit www.KFC.com and follow the directions to enter and complete and submit the official entry form to receive one (1) entry into the Sweepstakes. You may send in a photo of your mom-themed tattoo or choose to download and apply a temporary tattoo from www.KFC.com. **Submitting a photo as part of the Sweepstakes is optional and does not increase your chances of winning.** All entries must be received by 4:00 p.m. EDT on May 10, 2009 to be eligible. Limit one (1) entry per person, per household and per email address for the entire Sweepstakes Period. Entries received from any person, household or email address in excess of the stated limitation will be void. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process will be void. All entries and photos become the property of NCAC and will not be returned.

Drawing: One (1) potential winner will be selected in a random drawing held on or about May 11, 2009 from all eligible entries received by an independent judging agency. Odds of winning depend on the number of eligible entries received.

Winner Notification: Potential winner will be notified by mail, phone, and/or e-mail and will be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven days of date of issuance. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, KFCC is unable to contact the potential winner within a reasonable time period or the potential winner is not in compliance with these Terms & Conditions, prize will be forfeited and, at KFCC's discretion, an alternate winner selected.

Prize (1): Winner's choice of a trip for winner and up to three guests to anywhere in the continental U.S. from May 11, 2009 to May 10, 2010 OR a motorcycle (exact make and model to be determined by KFCC in its sole discretion).

Trip Details: Trip consists of roundtrip, coach class air transportation from a major U.S. gateway airport nearest winner's residence to designated location, five days and four nights standard hotel accommodations (two rooms, double occupancy) and five days car rental. Car rental is subject to car rental company terms and conditions. If winner resides within a 100-mile radius of destination, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided in lieu thereof. Approximate Retail Value ("ARV"): \$10,000. Actual value may vary based on point of departure and dates of travel. Any difference between stated value and actual value will not be awarded. Trip must be taken on dates specified by KFCC or prize will be forfeited and KFCC will have no further obligation to such winner. KFCC reserves the right, in its sole discretion, to change dates. Winner and guest(s) must travel together on the same itinerary. Each guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless accompanied by his/her parent or legal guardian and must sign a liability and, where lawful, publicity release prior to issuance of travel documents. If guest is a minor, his/her parent or legal guardian must sign and return release on his/her behalf and accompany such minor on the trip as a guest (if not the winner). Travel must be made through KFCC's agent, on a carrier of KFCC's choice. Travel is subject to availability. Certain blackout dates and travel restrictions may apply. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided, including luggage fees, additional ground transportation, meals, souvenirs, and gratuities are the sole responsibility of the winner.

Motorcycle Details: Prize consists of a motorcycle (exact make and model to be determined by KFCC). Manufacturer's Suggested Retail Price ("MSRP") not to exceed \$10,000 (color and options to be determined solely by KFCC). Winner is responsible for all income, federal, state and local taxes and any other costs and expenses associated with acceptance and use of prize not specified herein as being provided including but not limited to insurance, registration fees, delivery charges, dealer preparation fees and/or additional options, additions or equipment. Winner must have a valid U.S. driver's license issued in his/her state of residence and proof of insurance to take delivery, and the color, options, package, accessories and other specifics will be at KFCC's sole discretion. Winner must take delivery of motorcycle at a dealership near winner's residence specified by KFCC.

Prize is awarded "AS IS" with no warranty or guarantee either express or implied by KFCC. No substitution, transfer or cash redemption of prize is permitted except by KFCC which reserves the right to substitute the prize (or portion thereof) with one of comparable or greater value. Maximum ARV of prize: \$10,000. All prize details are at KFCC's sole discretion.

GENERAL CONDITIONS: Unless you check the "No e-mail" box, by participating in this Promotion, you grant NCAC and its designees, including KFCC, permission to send you e-mail notifications of new site features and general KFC information and news. You can opt-out of receiving these e-mails at any time by clicking the "unsubscribe" link found on any NCAC, KFCC, or other designee's e-mail you receive. entries or email; or for lost,

interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, photos or emails the announcement of the prize or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website or who are in violation of these Terms & Conditions, as solely determined by KFCC, will be disqualified and all associated entries will be void. Should any portion of the Promotion be, in KFCC's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the KFCC, corrupt or impair the administration, security, fairness or proper play, or submission of entries, KFCC reserves the right at its sole discretion to suspend, modify, terminate or suspend the Promotion and/or these Terms and Conditions, and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by KFCC. Entrants, by participating, agree that employees, directors, officers, and retailers of KFCC, NCAC, Weber Shandwick and any of their respective parents, subsidiaries, affiliates, franchisees, members, licensees or promotion or advertising agencies (collectively, "Released Parties") will have no liability whatsoever for, and shall be indemnified and held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize (including any travel/activity related thereto or any harm/injury caused from the use of a vehicle, as applicable), for losses or damages arising from entrant's violation of the privacy or publicity rights, copyrights, trademarks, and/or other proprietary rights of any other person or entity, or for participation in this Promotion. Sweepstakes winner, by acceptance of prize, except where legally prohibited, grants permission for NCAC and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In the event of a dispute regarding Sweepstakes entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Terms & Conditions. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. **CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, KFCC WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER

REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Photo Guidelines: By submitting a photo, each entrant grants the NCAC and its designees an exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable, transferable right to exploit the copyright and publicity rights entrant has in the photo, and any ancillary and subsidiary rights therein in any media now or hereafter known, with respect to the photo, including without limitation, the right to edit, publish, use, adapt, exploit, modify, copy, disseminate or dispose of any photo, the concepts embodied therein or any elements thereof, online, in print, film, television, or in any other media now known or hereafter devised, in perpetuity, worldwide, for advertising and promotional purposes without compensation or notification to the entrant of any kind, except as prohibited by law.

Governing Law/Jurisdiction: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms & Conditions shall be governed by and construed in accordance with the laws of the state of Kentucky without giving effect to any choice of law or conflict of law rules.

Winner's Name: For the name of the Sweepstakes winner (available after May 15, 2009), send a self-addressed stamped envelope to: KFC Mother's Day Sweepstakes Winner, 676 N St. Clair, Suite 1000, Chicago, IL 60611, for receipt no later than June 30, 2009.

Sponsor: KFC Corporation, 1441 Gardiner Lane, Louisville, KY 40213
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