

**VISA 2011 PIZZAHUT.COM SWEEPSTAKES
OFFICIAL RULES**

1. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.

2. ELIGIBILITY: *Visa 2011 PizzaHut.com Sweepstakes* (the "Sweepstakes") is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, 18 years of age and older as of August 22, 2011. Commercial card eligibility is subject to employer policies regarding sweepstakes participation. Void in Alaska, Hawaii, Puerto Rico and where prohibited. Employees of Visa Inc., Visa U.S.A. Inc., Pizza Hut, Inc. ("Sponsors"), Visa International Service Association, and their respective successors, affiliates and client financial institutions, Pizza Hut, Inc., prize suppliers and advertising and promotion agencies, Tenthwave Digital LLC and each of their respective subsidiaries, affiliates, agents, representatives, officers, directors, shareholders and employees (collectively, "Releasees"), and each of their immediate family members (spouse and parents, children and siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of each of these individuals, whether related or not, of the above are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws. U.S. law governs this Sweepstakes.

3. SWEEPSTAKES TIMING/DESCRIPTION: The Sweepstakes begins at 12:00:00 AM Pacific Time ("PT") on August 22, 2011 and ends 11:59:59 PM PT on September 25, 2011 (the "Promotional Period"). One (1) Grand Prize will be awarded in a random drawing from among all eligible entries received during the Promotional Period.

4. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes during the Promotional Period: **1) Automatic Entry:** An eligible Visa cardholder will automatically receive one (1) Sweepstakes entry for each Pizza Hut online delivery order purchase made with an eligible Visa card within the 48 contiguous United States at www.pizzahut.com during the Promotional Period. Certain restrictions and delivery fees may apply. Only eligible Visa purchases, or eligible payments made with a Visa card that is not in default under the customer agreement for that account and issued by a participating financial institution in the U.S., processed through Visa U.S.A. Inc.'s transaction-processing system during the Promotional Period are eligible for automatic entry. In the event of a dispute as to whom submitted a particular cardholder entry, such entry will be deemed to be submitted by the primary person in whose name the card used to enter the Sweepstakes was issued. Account adjustment transactions/returns, cash advances, balance transfers, non-U.S.-dollar purchases, Interlink®-processed transactions, purchases authorized by entering a PIN (personal identification number), payment of late fees or over-limit fees, and Visa health and benefit cards are excluded from automatic entry. Visa cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. Automatic entries must be made by 11:59:59 PM PT on September 25, 2011, in order to be eligible. **2) To enter without making a purchase or having a Visa card by U.S. Mail:** You may enter the Sweepstakes without making a purchase or having a Visa card via U.S. Mail by hand-printing your name, address, city, state, ZIP code, and daytime and evening telephone numbers (including area code) on a 3" x 5" card, and mailing, in a #10 envelope with postage affixed, to: Visa 2011 PizzaHut.com Sweepstakes, P. O. Box 832, Plainview, NY 11803-0832. Each mail-in entry will

count as one (1) entry into the drawing. Mail-in entries must be postmarked by September 26, 2011 and received by October 3, 2011 in order to be eligible. Enter as often as you wish; however, each mail-in entry must be mailed in a separate postmarked-and-stamped outer envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, postage-due, late or inaccurate are void. Entries become the property of the Sponsors and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery.

5. DETERMINATION OF WINNER: Potential winner will be selected in a random drawing on or about October 10, 2011 from among all eligible automatic and mail-in entries received and combined. The random drawing will be conducted by Tenthwave Digital LLC, an independent judging organization. Judges'/Sponsors' decisions are final on matters relating to this Sweepstakes. Potential winner will be notified by overnight or U.S. Mail and/or telephone or email on or about October 10, 2011. Potential Grand Prize Winner will be required to sign an affidavit of eligibility/liability release, a publicity release where legal, and Federal and State tax release, and return these documents, properly executed, via fax, within 48 hours of notification, and the original documents within seven (7) days of date of notification via regular mail. Non-compliance within this time frame and/or with these Official Rules; Sponsors' inability to contact a potential winner within a reasonable time period; or prize's or prize notification's return as undeliverable will result in such potential winner's disqualification and, at Sponsors' discretion and time permitting, the prize may be awarded to a potential alternate winner. Allow 6-8 weeks for delivery of prize.

6. ODDS: Estimated odds of winning the Grand Prize are 1:8,767,037; however the actual odds of winning a prize depend upon the total number of eligible entries received.

7. PRIZE: One (1) Grand Prize: "Pizza for Life", awarded in the form of a check for \$30,000. Approximate Retail Value ("ARV"): \$30,000.

No substitutions or transfer of prize permitted except at the sole discretion of the Sponsors, who reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value, except as otherwise provided herein. All taxes, and any other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the winner, including, without limitation, all federal, state, and local taxes. If Grand Prize winner is at least 18 years of age but still considered a minor in his/her state or place of residence, prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein.

8. CONDITIONS OF PARTICIPATION: By entering, entrants agree to be bound by these Official Rules including all eligibility requirements and the decisions of the Sponsor and judges, which are final and binding. By accepting a prize, winner consents to the use of their name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsors, or party designated by the Sponsors, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants

release and hold harmless Releasees from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of a prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties. Entrants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes.

9. GENERAL: Sponsors will collect information from the entrants solely for the purpose of the prize drawing and to notify the winner. Sponsors will not share this information with any third party, except as necessary for the administration of the Sweepstakes or winner notification as applicable, nor attempt to contact entrant, unless entrant has agreed to receive further information on Sponsors' products and promotions. Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, transactions; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or problem that may occur in connection with the administration of the Sweepstakes, the processing of entries or transactions, the announcement of the the prize, or in any Sweepstakes-related materials. Entry materials that have been tampered with or altered are void. Sponsors reserve the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Sweepstakes. In the event of cancellation, Sponsors may void any entries or transactions it suspects are at issue and, at its discretion, if terminated, award the prize in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation. **Caution:** Any attempt by an entrant or any other individual to damage the web site or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsors reserve the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law, including criminal prosecution. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsors reserve the right to disqualify entrants who violate these Official Rules or interfere with this Sweepstakes in any manner. If an entrant is disqualified, Sponsors reserve the right to terminate that entrant's eligibility to participate in the Sweepstakes.

10. DISPUTES: 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 Eligible Participant and Sponsors 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 (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

11. WINNER'S NAME: For the name of the winner, available after November 1, 2011, mail a self-addressed, stamped envelope by November 1, 2011 to: Visa 2011 PizzaHut.com Sweepstakes Winner, P. O. Box 997, Plainview, NY 11803-0997.

12. SPONSORS & ADMINISTRATOR: The Sponsors of this Sweepstakes are Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999 and Pizza Hut, Inc., 7100 Corporate Drive, Plano, TX 75024. Administrator: Tenthwave Digital LLC, 35 Pinelawn Road, Suite 207W, Melville, NY 11747.

CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. No entrant has yet won. (1) Grand Prize: Pizza for Life, awarded in the form of a check for \$30,000. (ARV: \$30,000). The estimated odds of winning the Grand Prize are 1:8,767,037; however, the actual odds of winning a prize will depend upon the total number of eligible entries received during the Promotional Period. Automatic entries must be received by 11:59:59 PM PT September 25, 2011. Mail-in entries must be postmarked by September 26, 2011 and received by October 3, 2011. Sweepstakes ends 11:59:59 PM PT September 25, 2011. See Official Rules above for complete details, including prize restrictions. Sponsored by Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999 and Pizza Hut, Inc., 7100 Corporate Drive, Plano, TX 75024.