

The Golden Burrito (“Promotion”) Official Rules

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

The Golden Burrito is referred to as the "Promotion" in these Official Rules. The Promotion is sponsored by CM GROUP LLC ("Sponsor"). The Promotion will begin at 12:01 a.m. EST on January 1, 2012, and is scheduled to end upon the distribution of all Promotional Stickers ("Promotional Period"). The Promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law.

1. **ELIGIBILITY.** The Promotion is open only to legal residents of the fifty (50) United States, the District of Columbia (DC) and participating U.S. military bases worldwide who are eighteen (18) years of age or older at the time of entry. If the participant is a minor (under the age of majority in his/her state of residence), a parent or legal guardian must, on behalf of the minor, agree to be bound by these Official Rules. If an eligible minor participant is a prize winner, his/her parent or legal guardian must accept the prize awarded on his/her behalf. The Promotion is not open to persons who on or after December 15, 2012, were or are in the employment of Sponsor, or any of its respective franchisees, licensors, licensees, affiliates or subsidiaries, distributors, Promotion material suppliers, promotion or media partners, printer(s) of Promotion materials or advertising, promotion or other coordinating agencies involved in this Promotion or the immediate family members (biological or step-parent, grandparent, child, sibling or spouse of any of the foregoing), regardless of where they live, or household members of any of the above, whether related or not.
2. **HOW TO OBTAIN PROMOTIONAL STICKERS.** Official promotional peel-off stickers ("Promotional Stickers") can be obtained as follows (the following methods are collectively referred to as "Legitimate Channels"):
 - A. IN RESTAURANTS.** During the Promotional Period, purchase any burrito at full price at any of Sponsor’s Six participating Moe’s locations (East Meadow, Commack, Garden City, Greenvale, Massapequa Oceanside, Woodbury, and Staten Island each a "Participating Location") and receive a Promotional Sticker while supplies last. Promotional Stickers will not be provided if you use a coupon, receive a discount, use Moe’s Money or your purchase is part of any promotion that decreases the original price, including a purchase made as part of a “combo” meal.
 - B. WITHOUT PURCHASE.** Visit www.MoesNewYork.com (the "Website"), during the Promotional Period to print a “Golden Burrito” registration form (the "Registration Form"). All applicants must fully and accurately complete and mail the Registration Form, with a self-addressed, stamped envelope, to CM Group LLC, 293 Castle Ave, Suite H, Westbury, NY 11590. Missing or incorrect information automatically excludes you from the Promotion. For your registration to be valid, you must agree to the rules and regulations of the Promotion. Participants are responsible for mailing costs. Upon receiving a completed Registration Form, administrators of the Promotion will then mail you a Promotional Sticker. Upon receiving the Promotional Sticker, the standard rules and regulations apply. Promotional Stickers are limited to one per person per day.
3. **HOW TO PLAY.** Obtain a Promotional Sticker by either (i) purchasing a burrito at any Participating Location, or (ii) submitting a completed Registration Form by mail. After receiving a Promotional Sticker, simply scratch off the designated area to reveal results.
4. **PRIZES.** Winning Promotional Stickers shall consist of the following prizes:
 - Six (6) Grand Prizes: Free Moe’s for a Year (approximate value, \$351 per winner; probability, 0.001% (1 out of every 12,500))
 - Three (3) Second-tier Grand Prizes: Five Hundred Dollars (\$500) Gift Certificate (Value per winner \$500, probability, .0004% (1 out of 25,000))

- Twenty (20) Third Place Winners: 10 Person Catering (approximate value, \$110 per winner; probability, 0.026% (1 out of every 3,750))
 - One Hundred (100) Fourth Place Winners: 1 Limited Edition Golden Burrito T-shirt (approximate value, \$15 per winner; probability, 0.13% (1 out of every 750))
 - Four Hundred Fifty (450) Fifth Place winners: Cup of Soup or Chili (approximate value, \$2.99 per winner; probability, 0.6% (1 out of every 167))
 - Six Hundred Seventy five (675) Sixth Place Winners: 1 Joey Bag of Donuts (approximate value, \$6.69 per winner; probability, 0.9% (1 out of every 111))
 - Nine Hundred (900) Seventh Place Winners: 1 Kids Meal (approximate value \$4.19; probability, 0.12% (1 out of every 84))
 - Nine Hundred (900) Eighth Place Winners: 1 FM Taco (approximate value \$3.19; probability, .12% (1 out of every 84))
 - Nine Hundred (900) Ninth Place Winners: 1 SK Quesadilla (approximate value, \$3.79; probability, .12% (1 out of every 84))
 - Two Thousand Seven Hundred (2,700) Tenth Place Winners: 1 Regular Drink (approximate value, \$1.59 probability, 3.6% (1 out of every 27))
 - Eleven Thousand Two Hundred and Fifty (11,250) Eleventh Place Winner: 1 side of Guacamole (approximate value, \$0.99, probability, 15% (1 out of every 6))
 - Eleven Thousand Two Hundred and Fifty (11,250) Twelfth Place Winner: 1 side of Queso (approximate value, \$0.99, probability, 15% (1 out of every 6))
 - Fifteen Thousand Seven Hundred and Fifty (15,750) Thirteenth Place Winner: 10% off any single in-store menu item, not including catering menu. (probability, 21% (1 out of every 5))
5. **HOW TO CLAIM PRIZES.** Visit any of the Participating Locations and present winning Promotional Sticker to cashier. To redeem Grand Prize, Gift Certificate, or Second Prize, you will be required to show photo identification and complete a form with your name and address. Second Prize winners will also have to state an expected date of delivery for their prize. All prizes must be claimed and redeemed by Saturday, May 30th, 2012, 11:59 p.m.
6. **GENERAL TERMS AND CONDITIONS.** By participating in the Promotion, participant agrees to be bound by these Official Rules and by the decisions of the administrators, which shall be final and binding in all respects, and to forever and irrevocably release, defend, indemnify and hold harmless Sponsor, its respective franchisees, licensors, licensees, distributors and dealers, each of their respective affiliates, subsidiaries, media partners, prize providers, printers or suppliers of Promotion materials and advertising, promotion and other coordinating agencies and service providers involved in the Promotion, and all of their respective officers, directors, employees, shareholders, successors and assigns ("Promotional Parties") from any and all claims, injuries, death or damages, including any direct and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind, even if the Promotional Parties have been advised of the possibility of such loss or damages, judgments, demands, lawsuits, causes of action, costs, expenses or losses and/or liabilities of any nature that in any way relates to, results from or arises from (a) the Promotion or any activity or element thereof; (b) participant's participation or inability to participate in the Promotion; (c) the prize and any component thereof; (d) unauthorized human intervention in the Promotion; (e) printing errors in the Official Rules, Promotional Stickers and any promotional materials in connection with the Promotion; (f) defects on Promotional Stickers; (g) errors in the

administration of the Promotion or the verification of Promotional Stickers; (h) injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, by participant's participation in the Promotion or receipt of any prize; (i) technical, hardware, software, telephone or other communication malfunctions that may limit one's ability to participate in the Promotion; (j) the violation of any third-party privacy, personal publicity or proprietary rights; (k) any lost/delayed data transmissions, omissions, interruptions, defects and/or any other errors or malfunctions; (l) any late, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Promotional Stickers or registrations; or (m) the collection, use and/or sharing of participants' personally identifiable information by Sponsor or its designees. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.** In no event will Sponsor and/or Promotional Parties be responsible or liable for any damages or losses of any kind, including, but not limited to, direct, incidental, consequential or punitive damages arising out of or in connection with access to and/or use of the Website or participation in the Promotion. Some jurisdictions may not allow limitations of the exclusions of liability for incidental or consequential damages; therefore, some of the aforementioned limitations or exclusions may not apply, depending on place of residence.

7. **OTHER CONDITIONS.** Promotional Stickers are automatically void if counterfeited, mutilated, forged, altered or tampered with in any way; if illegible; if mechanically reproduced; if obtained outside authorized Legitimate Channels; or if they contain printing, production, typographical, mechanical or other errors. All official Promotional Stickers are subject to verification by Sponsor. Decisions of the Promotion administrators are final, binding and conclusive in all matters. **ANY PERSON ATTEMPTING TO FORGE PROMOTION MATERIALS OR TO DEFRAUD SPONSOR IN ANY WAY IN CONNECTION WITH THIS PROMOTION MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.** Participant assumes all risk of loss or damage to or destruction of official Promotional Stickers. No more than the intended number of prizes as outlined in these Official Rules will be awarded in the Promotion. If, for any reason, more valid winning Promotional Stickers are distributed than there are prizes as listed in these Official Rules, the intended number of prizes will be awarded on a first come, first serve basis. By accepting any prize, winner consents to the use of his/her name, likeness, voice and/or biographical information for advertising and promotional purposes without additional compensation, except where prohibited by law. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials or Website and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. Prizes pictured in point of sale, television, print advertising, promotional materials and other Promotion materials are for illustrative purposes only. Actual prizes may vary from prizes pictured.
8. **WINNERS LIST.** For a list of winners of prizes having a value more than twenty-five dollars, mail a self-addressed, stamped envelope to: CM Group LLC, 293 Castle Ave, Suite H, Westbury, NY 11590. Requests must be received by July 30th, 2013. Winners' lists will be sent when the Promotion is over and prizes are awarded. Additionally, a list of winners will be posted at www.MoesNewYork.com after the completion of the Promotion and the awarding of prizes.
9. **DISPUTES.** Subject to applicable law, participants agree that any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations or the rights and obligations of Sponsor in connection with the Promotion shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to any choice-of-law or conflict-of-law rules (whether of the state of New York or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the state of New York.

10. **FORCE MAJEURE.** If for any reason the Promotion cannot be conducted as planned by reason of tampering, unauthorized intervention, fraud, errors or technical failures, or any other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Promotion.

11. **PRIVACY.** All information collected by Sponsor in connection with the Promotion will be subject to Sponsor's Privacy Policy available at <http://www.MoesNewYork.com>.

Sponsor: CM Group LLC

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