



**GOOGIE BURGER'S FRIED PICKLE EATING CONTEST**  
**OFFICIAL RULES AND ENTRY FORM**

**Important:** Please read these rules before entering the Googie Burger Fried Pickle Eating Contest ("Contest") sponsored by Googie Burger. This Contest is void where prohibited, and is subject to federal, state, and local laws and regulations. *There is no purchase necessary to enter the Contest. A purchase will not improve your chances of winning the Contest.*

**1. ELIGIBILITY:** The Contest is open to all U.S. residents 21 years or older. Employees of Googie Burger, and their respective affiliates, contractors, subsidiaries, distributors, sales representatives, retailers, advertising or promotion agencies, and any individuals engaged in the development, production, or distribution of the Contest materials, and the immediate families and household members of any of the above are not eligible to enter the Contest.

**2. HOW TO ENTER:** *The "Entry Period" commences on June 4<sup>th</sup>, 2012 and ends at 5 p.m. eastern standard time on Thursday June 21<sup>st</sup>, 2012.* There are two ways to enter: by personal delivery or online at [www.googieburger.com](http://www.googieburger.com). No other method of entry will be accepted. There is a limit of one (1) entry per person/address/household. Any eligible individual desiring to enter the Contest ("Entrant") must submit information online or otherwise hand deliver an executed Entry Form to:

Googie Burger's Fried Pickle Eating Contest  
Attn: General Manager, Darrell Willms  
190 Marietta Street  
Atlanta, GA 30342

All information submitted by Entrants is subject to, and will be treated in a manner consistent with Googie Burger's privacy policy. Entrants must fully complete and submit all non-optional data requested to be eligible. Incomplete entries are void. Submissions received without a fully executed Entry Form will be invalid. *All Entry Forms must be received by June 21<sup>st</sup>, 2012.* Sponsors are not responsible for entries that are lost, late, altered, damaged, misdirected, or postage-due. Entries become the property of Googie Burger's and will not be returned or acknowledged. *It is important to enter as soon as possible. Space in the Contest is limited; only the first five (5) eligible Entrants (who have submitted complete Entry Forms) may be considered for participation in the Contest.* Such Entrants will be notified by telephone on June 22<sup>nd</sup>, 2012. The Sponsors will not be responsible for an Entrant's failure to receive the notice that they will be participating in the Contest.

**3. SELECTION OF WINNERS:** *The Contest will take place on Saturday June 23<sup>rd</sup>, 2012 at 2:00 p.m. eastern standard time at Googie Burger, 190 Marietta Street, Atlanta, GA 30342 (the "Contest Date").* Transportation to Googie Burger will not be provided. Each Entrant must sign a Waiver of Liability /Permission/Medical Release Form prior to participating in the Contest. The Contest will consist of one (1) round, with a maximum of five (5) Entrants in the round. The Entrants must eat as many fried pickles with 6oz. of fiery sauce as possible in a five (5) minute

period. The Entrant from who has eaten the most pickles in the five (5) minute period, as selected by Googie Burger's Judge, shall be selected as the "Winner" of the Contest, and awarded the Prize. In the event of a tie, one (1) minute eat-offs will take place until a winner is selected. Entrants may eat either sit or stand in their designated areas. Entrants may use any technique to eat the pickles. Any pickles not consumed to the Judge's standards will be disregarded. A designated score-keeper will be paired with each Entrant. Entrants can only drink water and/or milk shakes during the Contest, and no other beverages. Entrants must wait for the starting signal to begin eating and must not touch and/or consume any pickle or sauce prior to the starting signal. Contestants must stop eating at the ending signal. If an entrant vomits or regurgitates during the Contest, he or she will be disqualified.

Grounds for disqualification include:

- False or incomplete entry form or liability waiver
- Any health risks that could jeopardize the contestant's health or wellbeing
- Under the influence of any substance
- Appearance is deemed inappropriate
- Starting prior to the start signal.
- Continuing to eat after the ending signal.
- Failure to completely eat a pickle before beginning to eat another pickle.
- Throwing up or regurgitating.

**4. PRIZE:** One (1) prize (the "Prize") will be awarded to the Winner: (i) two (2) tickets to an Atlanta Falcons football game at the Georgia Dome inclusive of parking, food and non-alcoholic beverages, on a date to be determined by the Atlanta Falcons (the "Game"); and (ii) one (1) complimentary burger and one (1) order of fried pickles, once per week for the month of July 2012. (Approximate Retail Value: \$50.00).

No substitutions of Prizes, including cash substitutions, will be allowed. Seat locations and dates of the Game shall be determined by Googie Burger at its sole and absolute discretion. All expenses associated with the Prizes that are not listed above, including, but not limited to, transportation and incidentals, are the sole responsibility of Winner. All federal, state, and local taxes apply. Winner shall be solely responsible for reporting and paying any and all taxes associated with his/her Prize. Googie Burger reserves the right to substitute any Prize with another of similar value and/or quality.

**5. CONDITIONS OF PARTICIPATION:** By participating in the Contest, each participant accepts and agrees to be bound by all of the terms and conditions set forth in these Official Rules and any decisions made by the Sponsors in accordance with or pursuant to these Official Rules, which decisions shall be final and legally binding. The Sponsors and their affiliates, employees, agents and representatives are not responsible for printing or typographical errors in any Contest-related materials; late, misdirected, lost and/or damaged submissions. If, in the Sponsor's exclusive judgment, this Contest becomes compromised in any way, the Sponsors reserve the right to change or cancel the Contest, to void any submissions submitted fraudulently, or to select a Winner from all eligible submissions received prior to the act that compromised the Contest. Personal information (e.g., name, address, and telephone number) collected from participants will be used for Contest purposes only. All decisions related to the Contest, including, but not limited to, the selection of the Winner, shall be subject to the Sponsor's sole discretion.

Each participant assumes all risk of loss, damage, destruction, delay, or misdirection of Contest materials. Any attempt to deliberately damage the content or operation of this Contest is

unlawful and subject to legal action by the Sponsors or their agents. The Sponsors shall have the sole right to disqualify any participant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion.

Entrant acknowledges that there are risks of personal injury, illness and possible loss of life, and risks of damage to or loss of personal property, which may result from participating in this Contest. Entrant voluntarily enters the Contest and assumes all of these risks. The Sponsors (i) make no warranty, guaranty or representation of any kind concerning any Prize, (ii) disclaim any implied warranty, and (iii) are not liable for injuries, losses or damages arising out of any person's participation in the Contest or the acceptance and use of any Prize and travel thereto or therefrom. By participating in the Contest, each participant agrees, to the fullest extent permitted by law, to indemnify, release, forever discharge, and hold harmless, and covenants not to sue, the Sponsors and their respective owners, stockholders, directors, officers, employees, agents, representatives, successors, heirs, and assigns, and each and every person acting by, through, under or in concert with them, or any of them (hereinafter individually and collectively referred to as the "Indemnified Parties"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent which the participant may have or hereafter have against the Indemnified Parties by reason of any damages, loss, or injuries sustained by the participant, whether to his/her person and/or property, as a result of or incident to the negligent acts or omissions of the Indemnified Parties in conducting the Contest and/or of participating in the Contest or in the acceptance or use of the Prize awarded.

The Winner will be required to sign and return an Affidavit of Eligibility and Release after being notified of his/her selection as a Winner or the Prize will be forfeited.

By participating in the Contest, each participant agrees that the Sponsors shall have the right, where permitted by law, to use the participant's name, voice, and likeness, and any photographs, films, or recordings made thereof, in any manner, at their sole discretion, worldwide, in perpetuity, for advertising or promotional purposes without having to pay any compensation to the participants for such use.

As a condition of entering the Contest, each participant agrees that: (1) under no circumstances will the participant be entitled or permitted to obtain awards for, and participant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; (2) any and all disputes, claims, causes of action, and liability arising out of or connected in any way with this Contest and/or the Prize shall be resolved individually, without resort to any form of class action, and exclusively by arbitration under the rules of the American Arbitration Association; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event shall attorney fees be recoverable by either party.

**6. WINNER'S LIST:** The name of the Winner will be kept on file at Googie Burger for six (6) months after the conclusion of the Contest. For the name of the Winner, please send a request in writing to Googie Burger, Attn: General Manager, Darrell Willms, 190 Marietta Street Atlanta, GA 30342. Requests must be postmarked by not later than December, 2012.

**GOOGIE BURGER'S FRIED PICKLE EATING CONTEST**  
**WAIVER OF LIABILITY/PERMISSION/MEDICAL RELEASE FORM**

This form is necessary for any contestant of the Googie Burger's Fried Pickle Eating Contest. Please complete both sides of this form. You will not be allowed to participate without this signed form.

Name of contestant: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Home address: \_\_\_\_\_

Phone: \_\_\_\_\_ Day: \_\_\_\_\_ Evening: \_\_\_\_\_ Cell: \_\_\_\_\_

I hereby release, indemnify and hold harmless Googie Burger, its parents, affiliates, officers, employees, agents and assigns from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to my/participating in this contest. Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I assume all risks related to the activities. In case of an emergency, I do hereby authorize a representative of Googie Burger to consent to any medical treatment or care deemed advisable.

I have read and agree to comply with the rules and regulation of the Googie Burger Fried Pickle Eating Contest. My signature below indicates that I have read, understood and freely signed this agreement. I expressly agree that this agreement shall be construed and enforced in accordance with Georgia laws, and I consent to the jurisdiction of said state. I agree that this waiver and release is intended to be as broad and inclusive as permitted under Georgia laws so that if any portion hereof is held invalid, the balance shall continue in full legal force and effect.

\_\_\_\_\_  
Signature of Contestant

\_\_\_\_\_  
Date