

**Sleepy's "R&R" Sweepstakes  
Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.**

**DATES OF PROMOTION:** The "R&R" Sweepstakes (the "Sweepstakes") begins at 12:00 a.m. Eastern Time ("ET") on February 16, 2010 and ends at 11:59 p.m. ET on April 31, 2010 (the "Sweepstakes Period"). All entrants must have access to the Internet in order to participate in this Sweepstakes. Normal Internet, phone and usage charges imposed by your online or phone service may apply.

**ELIGIBILITY:** In order to be eligible for entry into the Sweepstakes, you must be a legal permanent United States resident residing in the 50 United States or the District of Columbia and 18 years of age or older with a unique valid Social Security number at the time of entry. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of Sleepy's LLC (the "Sponsor") its subsidiaries, and each of their respective parent companies, franchisees, affiliates, contractors, consultants, legal counsel, public relations, subsidiaries, distributors, sales representatives, retailers, website providers, webmasters, advertising and promotional, fulfillment, and marketing agencies, and any others engaged in the development, production, execution or distribution of this Sweepstakes, herein (the "Sweepstakes Entities"), are not eligible to participate. Sweepstakes is void in Puerto Rico, U.S. territories and possessions outside of the 50 United States, and where restricted or prohibited by law.

**HOW TO ENTER:** There are two (2) ways to enter:

**1. ONLINE:** Visit [www.sleepys.com](http://www.sleepys.com) (the "Website") during the Sweepstakes Period and follow the link to the Ratings/Review Page. If you are a new customer you must register for an account in order to enter the Sweepstakes (see instructions below for New Customers). If you are a returning customer you must sign in to your account in order to enter the Sweepstakes (see instructions below for Returning Customers). Once signed in, provide a rating/review of a Sleepy's product in order to receive one (1) entry into the Sweepstakes. Earn one (1) entry into the Sweepstakes for each rating/review submitted during the Sweepstakes Period. All ratings/reviews will pass through a quality control check by Sponsor in order to be eligible for entry into the Sweepstakes. In order for an entry to be valid, entrant must have a valid account with Sleepy's and their rating/review must pass the Sponsor's quality control check. All entries must be submitted by 11:59 pm ET on April 31, 2010. You must complete all required information to be eligible to enter to win a prize. Entries having incomplete information will be disqualified and ineligible to win.

**New Customers:** To Create an Account, visit the Website during the Sweepstakes Period and click on Create an Account or Sign in. Then complete the New Customer information and click continue to register your information including your first name, last name, address, city, state, zip code, e-mail address, and Home phone number (including area code). Then, hit continue in order to complete your registration.

**Returning Customers:** If you are a returning customer of Sleepy's, submit your username and password and click continue in order to sign in to your account.

**2. MAIL-IN:** On a plain 3" x 5" card, legibly handprint or type your name, age, complete address, city, state, zip code, home phone number (including area code), and email address (if any). Then, mail your 3" x 5" card in a postage-affixed sealed envelope to: Sleepy's "R&R" Sweepstakes, 1000 S Oyster Bay Rd., Hicksville, NY 11801. Mail-in entries must be postmarked by April 31, 2010 and received by May 10, 2010. No mechanically or programmatically reproduced entries are permitted. Each envelope is considered one (1) entry.

**Regardless of the method used to enter the Sweepstakes, either via Online Entry or Mail-in or a combination of the two, the maximum number of entries allowed during the Sweepstakes is one (1) per person.**

Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the authorized account holder at the time of entry. The authorized account holder is the natural person who is assigned to the account by Sleepy's, the organization that is responsible for assigning accounts to customers. Potential winners may be required to show proof of being the authorized account holder.

Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins, and/or any other methods, including, but not limited to, automated entry, will void that entrant's entries and that entrant may be disqualified from the Sweepstakes. Multiple participants are not permitted to share the same email address. Neither the Sponsor nor Sweepstakes Administrator will verify receipt of entries for entrants. All entries submitted become the sole property of Sponsor. Sponsor reserves the right to disqualify those entries deemed to be inappropriate or in violation of this Sweepstakes (as defined solely by the Sponsor).

**DRAWING:** On or about May 10, 2010, a prize winner will be selected in a random drawing conducted by the Sponsor, whose decisions are based on their sole discretion and interpretation of these official rules, and are final and binding in all respects. Odds of winning depend upon the total number of entries received.

**PRIZE:** One (1) Prize of a \$500 Visa gift Card will be awarded. Total ARV of Grand Prize is \$500.

**PRIZE RESTRICTIONS:** No transfer or substitution of Prize is allowed except at the sole discretion of the Sponsor. Prize winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. Sponsor reserves the right to substitute a prize of equal or greater value if prize becomes unavailable due to reasons beyond the control of the Sponsor. Sponsor will not replace any lost or stolen prizes.

Potential prize winner consents to use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a Release as a condition of winning a prize).

**GENERAL RULES OF PARTICIPATION:** By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the judges, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any entrant it believes has violated these Official Rules and verify eligibility of entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. By participating in this Sweepstakes, entrants, and winners release the Sponsor and each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of the prizes awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is

compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Winning a prize constitutes permission for Sponsor and its agencies to use winners' names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this promotion only, without further compensation, unless prohibited by law. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award the Grand Prize. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**NO LIABILITY:** By participating, entrants agree to release, discharge, indemnify and hold harmless the Sponsor and each and all of the Sweepstakes Entities from and against any claims made by winners, entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity, in this Sweepstakes or any claims based on publicity rights, defamation or invasion of privacy or merchandise delivery.

**WINNER'S LIST REQUEST:** To receive a winner's list, send a self addressed stamped envelope to: Sleepy's "R&R" Sweepstakes, 1000 S Oyster Bay Rd., Hicksville, NY 11801. All requests must be received by May 31, 2010 (VT residents may omit return postage).

**SPONSOR:** Sleepy's LLC, 1000 S Oyster Bay Rd., Hicksville, NY 11801.

This offer shall not be published without the written permission of the Sponsor.