

Eligibility: The Express Mart Hot Dog Eating Contest ("HDEC") is open to legal residents of New York State who are eighteen (18) years of age or older as of 6/1/2010. Employees, officers, directors, agents and representatives of Express Mart ("Sponsor"), Nathan's Famous ("Presenter") and each of their respective parent companies, subsidiaries, affiliates, advertising/promotion/fulfillment agencies, and anyone else connected with the production and distribution of this Contest (hereafter, collectively, "Released Parties") and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in their same household, whether or not related, are not eligible to enter or win. Contest is void where prohibited by law. Contest is subject to all applicable federal, state and local laws. To enter the contest, entrant must either visit a participating Express Mart Convenience Store for a game card or send a self-addressed stamped envelope with name, complete address, email address, telephone number (area code included), and birth date to: Nathan's Hot Dog Eating Contest, PO Box 46, DeWitt, NY, 13214. Entrants are responsible for ensuring that all contact information is up-to-date and accurate.

How To Participate: The contest begins at 12:01 am Eastern Time ("ET") on 6/1/10 and ends at 12:00PM ET on 7/31/10 ("Promotion Period"). During the Promotion Period, visit any participating Express Mart Convenience Store and purchase a Nathan's Famous 7:1 hot dog at the promotional price. For every hot dog purchased, you will receive a game piece that can be affixed to your game card. Save your game pieces and cards and either submit them to an Express Mart retail location or mail your game cards to: Nathan's Hot Dog Eating Contest, PO Box 46, DeWitt NY, 13066. All entries must be submitted/postmarked by Sunday, 8/7/10. Grand Prize Winner Selection: Potential Grand Prize winner will be selected in a random drawing conducted on or about 8/16/10 from among all eligible entries received. Odds of winning the Grand Prize will depend on the number of eligible entries received during the Promotion Period. Winner will be notified by email, telephone, overnight delivery and/or mail.

Prizes: One (1) Grand Prize: 42" Sony Flat Screen Television. Approximate Retail Value ("ARV"): \$1,200. Actual value of prize may vary depending on winner's physical address. (2) Second Place Prizes: \$250 Gift Card. ARV: \$250each. (10) Third Place Prizes: 10 pounds of Nathan's Famous Hotdogs. ARV: \$100 each. Any and all warranties and/or guarantees (if any) shall be subject to the manufacturer's terms therefore and winner agrees to look solely to such manufacturer for any such warranty and/or guarantee, if any. All prize details are at Sponsor's sole discretion ARV of Nathan's products may fluctuate based on outside influences such as commodity pricing. Total ARV of all prizes: \$1,800.

Miscellaneous: Winners are responsible for any federal, state and local taxes, as well as any other costs and expenses associated with acceptance and use of prize not specified as covered as part of prize herein without limitation. No transfer, assignment, cash redemption or substitution of prize (or portion of prize) is permitted, except by Sponsor or Presenter, which reserves the right to substitute a prize (or applicable portion of prize) with one of comparable or greater value, as determined by Sponsor or Presenter. Potential Grand Prize winner will be required to execute and return an Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within seven (7) days of date of issuance of notification. Publicity Release prior to shipping of any prizes. Non-compliance with the foregoing or with these Official Rules may result in disqualification and, at Sponsor's sole discretion, the awarding of prize to an alternate winner. Designation of Grand Prize winner is subject to verification of the Affidavit/Release. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and judges, which are final and binding and agree that: 1.) Released Parties and their designees may use (unless prohibited by law) their name, voice, city/state of residence, photograph and/or likeness for advertising and/or trade and/or for any other purpose in any media or format now or hereafter known, worldwide in perpetuity, without further compensation, permission or notification, and 2.) Released Parties and their designees and assigns shall have no liability and will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to entrant or any

other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a prize or participation in this contest. Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate this contest (or any portion thereof) should non-authorized human intervention or other causes, including but not limited to war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of this contest and, in the event of termination, at its discretion, select winner(s) for the drawing(s) at issue from among all eligible, non-suspect entries received for the applicable drawing(s) as of the date of the event requiring such termination. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES (INCLUDING ATTORNEYS' FEES) AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Disputes/Choice of Law: Except where prohibited, each entrant agrees that: (i) all issues and questions concerning these Official Rules shall be governed by New York law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this contest or any prize awarded shall be (A) resolved individually, without resort to any form of class action; and (B) filed only in the state or federal courts situated in Onondaga County, New York state, i.e., Syracuse, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (iv) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

Privacy: Personally identifiable information that is submitted by entrants as part of this contest will be used to administer the contest, select the prize winners and fulfill the prizes, and will be treated in accordance with Sponsor's privacy policy.

Winners' List: For a list of winners (available after 8/16/10), send a self-addressed, stamped envelope for receipt by 8/31/10 to: Nathan's Hot Dog Eating Contest Winners, P.O. Box 13031, Bridgeport, CT 06673-3031.

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Sponsor: Express Mart Convenience Stores, PO Box 46, DeWitt, NY 13214.