

DAILY GRILL
“IF I MADE A COMMERCIAL FOR DAILY GRILL” VIDEO CONTEST
OFFICIAL RULES

OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, AGED 18 YEARS OR OLDER.

1. ELIGIBILITY: The “If I Made a Commercial for Daily Grill” Video Contest (“Contest”) is open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at time of entry. Employees, officers and directors of Grill Concepts, Inc., a Delaware corporation (“Sponsor”), its affiliates, subsidiaries, advertising and promotion agencies, and each of their respective employees, shareholders, directors, officers, members and agents, and their immediate family members (spouses, siblings, children, parents, grandparents, grandchildren and spouses of the foregoing, regardless of where they live) or members of the same households (whether related or not) of such individuals (collectively “Contest Entities”) are not eligible. Subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. CONTEST DATES: The Contest begins at 12:01 AM Eastern Time (“ET”) on March 1, 2010 and ends at 11:59 PM ET on April 30, 2010 (“Contest Entry Period”).

3. CONTEST DESCRIPTION: The Contest provides entrants an opportunity to create a commercial for Daily Grill (“Video”). The Video should be the entrant’s original expression, in audio-visual form, and must be made by the entrant. It may be serious or humorous, should include the Daily Grill logo and may not exceed 45 seconds in length. The Daily Grill logo is available for download at www.dailygrill.com and is subject to the following limited license: Sponsor grants a limited license to use its proprietary “Daily Grill” text, logo and trademark to create a Video (“Sponsor Content”). No other use of Sponsor Content may be made for any purpose, and this limited right to use the Sponsor Content is granted solely and exclusively for use in conjunction with the Video entry into the Contest, and must only be used in full compliance with these Official Rules and for no other purpose. If you wish to shoot your video at a Daily Grill restaurant location, you must first receive permission by contacting Terri Henry at (818) 251-7060 or Terri.Henry@GrillConcepts.com.

4. VIDEO SPECIFICATIONS: The Video must be in digital format that meets the requirements for upload specified below and at the Contest Website, may not exceed 45 seconds in length, and must constitute original work. Entrants may utilize and incorporate their ideas, language, content, images, text, graphics and/or other materials in the Video, however entrants must have exclusive rights over all aspects of the Video. Please note that any footage and any still images included in your Video may not come from any other source, such as a broadcast television show or Internet broadcast. Soundtracks may not contain any music unless created by you or by someone who has given you written permission to use his/her music. You must be certain that the person giving permission to use his/her music owns the rights to that music. It is not uncommon for artists to sell those rights to whoever is producing or publishing his/her recording. You may not use any music in your video unless you are certain you have the rights to use the music. If anyone other than the entrant appears in the Video, the entrant must know the names and addresses of all identifiable persons and must have permission in writing from those persons to submit the Video (or, if a minor appears in the Video, you must have written

permission from the minor's parent or legal guardian). Videos must be submitted in English. Videos may not contain obscene, lewd, sexually suggestive or inappropriate images or text including no nudity, crude language, offensive imagery, acts of violence or acts that appear to cause harm, as determined in the judges' sole discretion. Videos that are deemed by the judges to be immoral, obscene, profane, defamatory or not in keeping with Sponsor's image or contain any third party materials, or otherwise violate or infringe (or may infringe) on any copyright, trademark, logo or other proprietary right of any person living or deceased, or are in violation of these Official Rules, or are otherwise objectionable in Sponsor's sole discretion will be disqualified.

5. TO SUBMIT A VIDEO:

- Review the Official Rules at www.dailygrill.com ("Contest Website") and indicate that you have read and agree to the Official Rules.
- Make a Video of your Daily Grill commercial.
- Visit the Contest Website and follow the online directions to access the official Contest entry form.
- Provide all the information required, including full name, complete address, email address, daytime telephone number, and date of birth.
- Upload your Video and submit in accordance with the instructions on the Contest entry form on the Contest Website.
- Submit your Video so that it is received by Sponsor's server by 11:59 PM ET on April 30, 2010. Sponsor's server is the official clock for this Contest.

Videos may not exceed 45 seconds play time (production credits can be added *after* the 0:45, or after the end of any shorter spot). Videos may be no larger than 10 MB in size and must only be in one of the following formats: MOV, MPEG, MPG, MP4, WMV. If a Video is unable to be viewed by the Sponsor and its agents for any reason whatsoever, that Video shall be disqualified (and Contest Entities will not be responsible or liable for any such inability). No correspondence about the Contest will be entered into nor will Videos be acknowledged or returned.

You may submit as many Videos as you wish, but each Video must be different, must meet all entry requirements and these Official Rules and must be submitted separately.

6. ASSIGNMENT OF RIGHTS: By submitting a Video, the entrant agrees that Daily Grill may use the Video (but is under no obligation to do so), in whole or in part (as any Video may be edited in Sponsor's sole discretion), in television ads, at social media sites (i.e., Twitter and Facebook) and online at www.dailygrill.com. Entrants assign the Sponsor all rights of ownership, reproduction, and use of Videos for advertising, marketing, promotion or for any other commercial or non-commercial purpose whatsoever without compensation or further permission, including but not limited to an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, display, copyright, create derivative works, transfer or assign, or otherwise exploit Videos, for commercial or non-commercial use, and without compensation to the entrant. By entering the Contest, each entrant waives any and all rights he or she may have to the Video, including without limitation, any so called "moral rights" (droit Moral) now or hereafter recognized. To the extent entrant has any rights in the Video, the entrant assigns all such rights to the Sponsor by entering the Contest.

Sponsor reserves the right to request any entrant to sign a release of liability, release of any third party displayed in the Video and Assignment of Rights at any time, regardless of whether or not the entrant's Video is selected as a winner. The form of any such releases and assignments will be as solely determined by, or acceptable to Sponsor. Failure by Sponsor to request such written

documentation is not a waiver of entrant's responsibility to obtain, or Sponsor's right to require, same, and entrant acknowledges that failure to comply with any such request may cause disqualification. By entering the Contest, entrant agree to indemnify and hold harmless the Released Parties (defined below) from any action or liability resulting from the publishing of his/her Video and use of the Video as otherwise permitted by these Official Rules.

7. WARRANTY: The entrant represents that he/she owns all rights to his/her Video, including, without limitation, the copyrights in the recording and the performance contained therein. Entrant further represents and warrants that the entrant has obtained permission from each person whose name, image, likeness and/or voice ("Likeness") is included in the Video, and that such person(s) have granted entrant all necessary rights to use the person's Likeness as described in these rules, and that entrant can make written copies of such permissions available to the Sponsor upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor. Failure by Sponsor to request such permission(s) and/or release(s) is not a waiver of Sponsor's right to require same, and entrant (and entrant's parent/legal guardian if entrant is a minor in his/her state of residence) acknowledges that failure to comply with any such request may cause disqualification. Sponsor's determination as to whether the Video potentially violates the rights of any third party or is inappropriate is final. Entrants further warrant and represent: [a] that their Video does not violate any law or regulation; [b] that their Video does not violate or infringe any right, of any third party, including but not limited to intellectual property rights, such as but not limited to, rights of copyright, trademark or patent, or rights of publicity and/or privacy, and is not defamatory, slanderous or libelous or portray Sponsor, Daily Grill or any person in a false light; [c] that the Video is entrant's own original work and that he/she owns or controls all right, title and interest in the Video, including but not limited to its copyright; [d] that no portion of the Video has been accepted for previous publication or submitted in any other competition or contest; [e] that the Video does not contain any virus, bugs, or other deleterious material; and [f] that the entrant has followed these Official Rules. The Video may not contain or refer to any company/brand logo, trademark or trade name of any third party other than the Daily Grill (subject to the following conditions), and cannot contain any material that is protected by copyright. Submitting a Video that is copyrighted by another individual, group or organization will make you responsible for any legal action the legal copyright holder might take against you. By entering, entrant agrees to indemnify and hold harmless Contest Entities from any action, claim or liability, including the attorneys' fees related thereto resulting from, related to, or caused by a Contest entry, the Contest Website, the Video, entrant's breach of the representations and warranties contained herein, or which are in any way associated with the failure to adhere to these Official Rules.

8. JUDGING: Videos will be judged initially to determine ten top entries, by the Contest Administrator, an independent, qualified judging organization, based on the following judging criteria: originality (40%), overall appeal (30%) and likelihood to motivate people to eat at Daily Grill (30%). In the event of a tie, a Finalist will be determined by the highest originality score. The ten entries receiving the highest scores in the initial judging round will be forwarded to a panel of judges from Daily Grill who will determine three winners from the top ten entries based on the same judging criteria listed above.

9. WINNER NOTIFICATION AND ACCEPTANCE: The potential winners will be notified by email, mail and/or telephone on or about May 28, 2010, and will be required to execute and return, within time specified in notification letter, an affidavit of eligibility, release of liability, release of any third party displayed in the Video, Assignment of Rights and (where legal) publicity release (hereinafter "Release Documents"). If these Release Documents are returned as non-deliverable, if a potential winner is found to be ineligible or not in compliance with these

Official Rules, does not respond within the time period specified or cannot accept the terms and conditions of being a winner, where lawful, the judges will determine and notify an alternate winner. If a winner is 18 or older, as is required for entry, but not of the age of majority in state of residence, prize will either be awarded in the name of parent or legal guardian, or parent or legal guardian must ratify and sign any and all documents required of winner.

10. PRIZES: One (1) Grand Prize will be awarded, consisting of \$4,000 cash and \$1,000 in Daily Grill promotional cards valid for food and non-alcoholic beverage at any Daily Grill restaurants (excluding LAX).

One (1) First Prize will be awarded, consisting of \$2,000 cash and \$500 in Daily Grill promotional cards valid for food and non-alcoholic beverage at any Daily Grill restaurants (excluding LAX).

One (1) Second Prize will be awarded, consisting of \$1,000 cash and \$250 in Daily Grill promotional cards valid for food and non-alcoholic beverage at any Daily Grill restaurants (excluding LAX).

Cash prizes will be awarded as checks made payable to winners. Promotional card prizes are subject to terms and conditions stated thereon.

Prize winners agree to remain subject to all of the Assignment of Right provisions stated in Section 6 of these Contest Rules. None of the prize winners, any entrant, or any other party related to a Video shall have any right or action against the Sponsor or its affiliates arising out of any use of said Videos. Sponsor or its affiliates shall have no obligation (express or implied) to use the Videos, or to otherwise exploit the Videos or, if commenced, to continue the distribution or exploitation thereof, and Sponsor or its affiliates may at any time abandon the use of the Videos for any reason, with or without legal justification or excuse and winner, any entrant, or any other party related to said Videos shall not be entitled to any damages or other relief by reason thereof.

11. PRIZE RESTRICTIONS: Taxes on prizes and all expenses related to acceptance and use of prizes and not specified are the sole responsibility of winners. No prize transfer or cash redemption except as specified above. No prize substitution, in whole or in part, except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a prize of comparable or greater value will be awarded. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Limit one prize per person.

12 USE OF ENTRY INFORMATION: Please note that by entering this Contest and by checking any “opt-in” boxes on the entry form for this Contest, you are [a] agreeing that the Sponsor may share your entry information (including your name, address, email address, etc.) with our promotional partners and other parties; and [b] granting us, our promotional partners and other third parties with whom we choose to share your information, permission to contact you about our upcoming shows, promotions or for other reasons. You may enter this Contest but keep your entry information private by not checking any “opt-in” boxes on the entry form.

13. PRIVACY POLICY: The collection and use of entrant information will be governed by Sponsor’s on-line privacy policy, available for viewing at <http://www.dailygrill.com/privacypolicy.php>.

14. RELEASE: By participating, entrants agree [a] to these Official Rules and decisions of Sponsor and Contest Administrator, which shall be final in all respects relating to this Contest; and [b] to release Sponsor, Contest Administrator and each of their respective parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents and assigns (collectively the “Released Parties”) and discharge and hold harmless the Released Parties from any and all injuries, liability, losses, claims, actions and damages of any kind whatsoever resulting from their participating in the Contest, creating or submitting a Video or their acceptance, use or misuse of a prize, or any typographical or other error in these Official Rules or the announcement of offering of the prize, including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy. In addition, Contest Entities are not responsible for and shall not be liable for [a] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; [b] failed, incomplete, garbled or delayed computer transmissions; [c] lost, late, misdirected, damaged or incomplete entries; or [d] any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted.

15. RIGHT TO CANCEL. Persons who tamper with or abuse any aspect of the Contest or the Contest Website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Videos, Sponsor reserves the right to suspend, modify or terminate the Contest, and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion and determine winners from all eligible Videos received prior to cancellation.

16. ADDITIONAL CONDITIONS: Internet entry must be made by the Entrant only at the authorized web site address of www.dailygrill.com. Entries may not be made by any other individual or any entity, and/or originating at any other Internet website or e-mail address, including but not limited to commercial contest and sweepstakes subscription notification and/or entering service sites. Any person who enters by any of the methods described above will be disqualified. Contest Entities are not responsible for any incorrect or inaccurate information, whether caused by Web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or technical error or unauthorized access to the Web site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or Web site; to be acting in violation of the Official Rules; to be acting in violation of the terms of the Web site, or to be acting in a non- sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

17. ARBITRATION/CHOICE OF LAW: Except where prohibited, entrants agree that: [a] any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination/selection of the winners, shall be resolved individually,

without resort to any form of class action, and exclusively by arbitration pursuant to the Official Rules of the American Arbitration Association, then effective; [b] any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and [c] under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, with jurisdiction and venue in Los Angeles County, California, without regard for conflicts of law doctrine, and all proceedings shall take place in the courts of Los Angeles County, California.

18. WINNER LIST: To receive a list of winners, mail a self-addressed, stamped envelope to be received by May 31, 2010 to: "If I Made a Commercial for Daily Grill" Video Contest Winner List, PMI Station, PO Box 750, Southbury, CT 06488-0750.

19. SPONSOR: Grill Concepts, Inc., 6300 Canoga Avenue, Suite 600, Woodland Hills, CA 91367

20. CONTEST ADMINISTRATOR: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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