

VISA AND PIZZA HUT "WINNER WINNER PIZZA DINNER" SWEEPSTAKES OFFICIAL RULES

1. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.

2. ELIGIBILITY: *Visa and Pizza Hut "Winner Winner Pizza Dinner" Sweepstakes* (the "Sweepstakes") is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, 18 years of age and older as of November 28, 2011. Commercial card eligibility is subject to employer policies regarding sweepstakes participation. Void in Alaska, Hawaii, Puerto Rico and where prohibited. Employees of Visa Inc., Visa U.S.A. Inc., Pizza Hut, Inc. ("Sponsors"), Visa International Service Association, and their respective successors, affiliates, franchisees, and client financial institutions, prize suppliers and advertising and promotion agencies, Tenthwave Digital LLC and each of their respective subsidiaries, affiliates, agents, representatives, franchisees, officers, directors, shareholders and employees (collectively, "Releasees"), and each of their immediate family members (spouse and parents, children and siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of each of these individuals, whether related or not, of the above are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws. U.S. law governs this Sweepstakes.

3. SWEEPSTAKES TIMING/DESCRIPTION: The Sweepstakes begins at 12:00:00 AM Pacific Time ("PT") on November 28, 2011 and ends 11:59:59 PM PT on December 25, 2011 (the "Promotional Period"). There will be two (2) drawings during the promotional period. One thousand, eight hundred and fifty (1850) Prizes will be awarded in each drawing from among all eligible entries received for each respective drawing during the Promotion Period (a total of three thousand seven hundred (3,700) prizes).

4. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes during the Promotional Period: automatic entry and U.S. Mail. **1) Automatic Entry:** An eligible Visa cardholder will automatically receive one (1) Sweepstakes entry into a drawing for each Pizza Hut online delivery order purchase made with an eligible Visa card within the 48 contiguous United States at www.pizzahut.com during the dates/ times stated in the Entry Chart below. Certain restrictions and delivery fees may apply. Only eligible Visa purchases, or eligible payments made with a Visa card that is not in default under the customer agreement for that account and issued by a participating financial institution in the U.S., processed by Pizza Hut during the Promotional Period are eligible for automatic entry. In the event of a dispute as to whom submitted a particular cardholder entry, such entry will be deemed to be submitted by the primary person in whose name the card used to enter the Sweepstakes was issued. Account adjustment transactions/returns, cash advances, balance transfers, non-U.S.-dollar purchases, Interlink®-processed transactions, purchases authorized by entering a PIN (personal identification number), payment of late fees or over-limit fees, and Visa health and benefit cards are excluded from automatic entry. Visa cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. Automatic entries must be made by 11:59:59 PM PT by dates stated in the Entry Chart below in order to be eligible for the respective drawing. **2) To enter without making a**

purchase or having a Visa card by U.S. Mail: You may enter the Sweepstakes without making a purchase or having a Visa card via U.S. Mail by hand-printing your name, address, city, state, ZIP code, and daytime and evening telephone numbers (including area code) on a 3" x 5" card, email address, and mailing, in a #10 envelope with postage affixed, to: Visa and Pizza Hut Winner Winner Pizza Dinner Sweepstakes, P. O. Box 5044, Ellenton, FL 34222-5000. Each mail-in entry will count as one (1) entry into the drawing. Mail-in entries must be postmarked, and received by dates stated in the Entry Chart below in order to be eligible for that respective Drawing. Enter as often as you wish; however, each mail-in entry must be mailed in a separate postmarked-and-stamped outer envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, postage-due, late or inaccurate are void. Entries become the property of the Sponsors and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery.

5. DETERMINATION OF WINNERS: One thousand, eight hundred and fifty (1850) potential winners will be selected in each random drawing on or about the dates/ times stated in the Entry Chart below from among all eligible automatic and mail-in entries received and combined as stated in the Entry Chart below. The random drawings will be conducted by Tenthwave Digital LLC, an independent judging organization. Judges'/Sponsors' decisions are final on matters relating to this Sweepstakes. Potential winners will be notified by overnight or U.S. Mail and/or telephone or email on or about the dates stated in the Entry Chart below. Non-compliance with these Official Rules; Sponsors' inability to contact a potential winner within a reasonable time period; or prize or prize notification return as undeliverable will result in such potential winner's disqualification and, at Sponsors' discretion and time permitting, the prize may be awarded to a potential alternate winner. Allow 6-8 weeks for delivery of prize.

Entry Chart

Drawing Number	Automatic Entries received from 12:00:00 AM PT - 11:59:59 PM PT from:	Mail-in Entries postmarked from:	Mail-in Entries received by:	Drawing Date	Winner Notification on or about:
Drawing 1	11/28/2011 – 12/11/2011	11/28/2011 – 12/12/2011	12/19/2011	12/21/2011	1/5/12
Drawing 2	12/12/2011 – 12/25/2011	12/13/2011 – 12/26/2011	1/3/2012	1/5/2012	1/19/12

6. ODDS: Estimated odds of winning a Prize are 1:900,000; however the actual odds of winning a prize depend upon the total number of eligible entries received for that respective drawing.

7. PRIZE: 3,700 Prizes (1,850 prizes per drawing for 2 drawings): One (1) \$25 Pizza Hut® eGift code to be delivered via email and redeemed online at www.pizzahut.com. Approximate Retail Value ("ARV"): \$25 each. Total ARV of all prizes: \$92,500.

No substitutions or transfer of prize permitted except at the sole discretion of the Sponsors, who reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value, except as otherwise provided herein. All taxes, and any other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the winner, including, without limitation, all federal, state, and local taxes. If Grand Prize winner is at least 18 years of age but still considered a minor in his/her state or place of residence, prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein.

8. CONDITIONS OF PARTICIPATION: By entering, entrants agree to be bound by these Official Rules including all eligibility requirements and the decisions of the Sponsors and judges, which are final and binding. By accepting a prize, winners consent to the use of their names, images, likenesses, photographs, voices, and biographical materials for advertising, publicity, and promotional purposes by Sponsors, or party designated by the Sponsors, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants release and hold harmless Releasees from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of a prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties. Entrants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes.

9. GENERAL: Sponsors will collect information from the entrants solely for the purpose of the prize drawings and to notify the winners. Sponsors will not share this information with any third party, except as necessary for the administration of the Sweepstakes or winner notification as applicable, nor attempt to contact entrant, unless entrant has agreed to receive further information on Sponsors' products and promotions. Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, transactions; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or problem that may occur in connection with the administration of the Sweepstakes, the processing of entries or transactions, the announcement of the prize, or in any Sweepstakes-related materials. Entry materials that have been tampered with or altered are void. Sponsors reserve the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Sweepstakes. In the event of cancellation, Sponsors may void any entries or transactions it suspects are at issue and, at its

discretion, if terminated, award the prize in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation. **Caution:** Any attempt by an entrant or any other individual to damage the web site or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsors reserve the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law, including criminal prosecution. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsors reserve the right to disqualify entrants who violate these Official Rules or interfere with this Sweepstakes in any manner. If an entrant is disqualified, Sponsors reserve the right to terminate that entrant's eligibility to participate in the Sweepstakes.

10. DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Eligible Participant and Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

11. SPONSORS & ADMINISTRATOR: The Sponsors of this Sweepstakes are Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999 and Pizza Hut, Inc., 7100 Corporate Drive, Plano, TX 75024. Administrator: Tenthwave Digital LLC, 35 Pinelawn Road, Suite 207W, Melville, NY 11747.

CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. No entrant has yet won. 3,700 Prizes (1,850 prizes per drawing for 2 drawings): One (1) \$25 Pizza Hut® eGift code to be delivered via email and redeemed online at www.pizzahut.com. Approximate Retail Value ("ARV"): \$25 each. The estimated odds of winning a Prize are 1:900,000; however, the actual odds of winning a prize will depend upon the total number of eligible entries received for that respective drawing. Drawing 1: Automatic entries must be received from 11/28/2011 -12/11/11. Mail-in entries must be postmarked from 11/28/11 - 12/12/11 and received by 12/19/11; Drawing 2: Automatic entries must be received from 12/12/11 - 12/25/11. Mail-in entries must be postmarked from 12/13/11 - 12/26/11 and received by 1/3/12. See Official Rules above for complete details, including prize restrictions. Sponsored by Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999 and Pizza Hut, Inc., 7100 Corporate Drive, Plano, TX 75024.