

VANTAGE HOSPITALITY GROUP, INC.'S
"GRAND" WINTER/SPRING 2012 CONTEST AND DRAWING
OFFICIAL RULES AND REGULATIONS – NO PURCHASE NECESSARY TO ENTER OR WIN

1. ELIGIBILITY: Vantage Hospitality Group, Inc.'s "Grand" Winter/Spring 2012 Drawing ("Drawing") is open to all individual legal residents of the United States of America, the District of Columbia, and Canada (excluding Quebec), at least 21 years of age, as of February 15, 2012, who have Internet access, except employees (and members of their immediate families (i.e., spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in the same households, whether or not related) of Vantage Hospitality Group, Inc. (the "Sponsor") or its parents, subsidiaries, affiliates, divisions, member properties, participating vendors, distributors, and advertising and promotion agencies (collectively, with the Sponsor, the "Drawing Entities"). Void wherever prohibited or restricted by law. All federal, state and local laws and regulations apply. By entering the Drawing, Entrants (as defined below) warrant that they are eligible to participate in the Drawing and agree to accept and be bound by all terms of these Official Rules and Regulations ("Official Rules").

2. HOW TO ENTER THE DRAWING: Online: Starting at 12:00 p.m. Eastern Time ("ET") on February 15, 2012, and ending at 5:00 p.m. ET on May 15, 2012 (the "Entry Period"), all individuals who visit any of the Americas Best Value Inn or Canadas Best Value Inn Websites (as defined below) and enroll in the Value Club Program for the first time will have an opportunity to be automatically entered into the Drawing and thereafter will be referred to as an Entrant. Persons already members of the Value Club Program who wish to become Entrants will need to visit any of the Websites and click on the dedicated opt-in link and the individual automatically will be entered into the Drawing. For purposes of this Drawing, "Websites" means www.americasbestvalueinn.com and www.canadasbestvalueinn.com. Entrants will thereupon be entered into individual monthly drawings to be held on the third week in the months of March through May (each a "Monthly Drawing"). **By Mail:** Print your full name, address, city, state, zip code (no P.O. Boxes), daytime phone number (including area code), and e-mail address on a 3x5 card and mail it in an envelope, with proper postage affixed, to Vantage Hospitality Group, Inc. - "Grand" Winter/Spring 2012 Drawing, P.O. Box 2919, Salisbury, MD 21802-2919. The card must contain your full name, address, city, state, zip code (no P.O. Boxes), daytime phone number (including area code), and e-mail address or the entry may be disqualified. Mail-in entries will be entered into each Monthly Drawing that follows the last day of the month in which the entry was received (i.e., to be eligible for the drawing in April, entries must be received by March 31). Entrants must provide all information requested to be eligible to win. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned. **Only one entry per Entrant per Website is permitted.**

3. PRIZES:

(a) DRAWING WINNERS: A minimum of ten (10) winners will be randomly selected from the Entrants at each Monthly Drawing. A Monthly Winner is not eligible as a Grand Prize Winner. Monthly Winners and Grand Prize Winners are not eligible to participate in any subsequent Monthly Drawings. Monthly Winners and the Monthly Grand Prize Winners are collectively referred to below as the "Winners." **(b) PRIZES FOR DRAWING WINNERS: Monthly Winner Prizes:** During the third calendar week of each March 2012, April 2012 and May 2012 a minimum of three (3) Entrants will be randomly selected from all Entrants as of 11:59 p.m. ET of the immediately preceding Friday, to win a "Monthly Prize." Each Monthly Prize will consist of \$100 in gift cards from Domino's Pizza®; \$100 in Savings Passes from 1-800-Flowers.com®; or one \$75 Buddy Buck certificate (good for use at Americas Best Value Inn hotels or Canadas Best Value Inn hotels). **Monthly Grand Prize:** One Grand Prize Winner will be selected on the third week of each month to win the Grand Prize of \$1,000. **Total Value of All Prizes:** US\$5,750. Odds of winning are determined based on the number of Entrants. Chance of winning is not improved by making a hotel reservation or by requesting additional information from the Sponsor. No substitution or transfer of prizes or cash redemptions by Winners will be permitted. Sponsor reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value, at its sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Prizes are non-transferrable and cannot be redeemed for cash or used for resale. Winners are responsible for the reporting and payment of all taxes (if any), as well as any other cost or expense associated with acceptance and use of a prize not specified herein as being awarded. All prize details are at Sponsor's and Drawing Entities' sole discretion. 1-800-Flowers.com® reserves the right to restrict redemption to one (1) promotion and/or discount per transaction and one (1) promotional campaign per customer. 1-800-Flowers.com® reserves the right to restrict usage to certain transaction qualifications pertaining to merchandise dollar amount, specific products, brands, retail stores, web sites, mail order, phone order and any other channels or blackout time periods of purchase. 1-800-Flowers.com® reserves the right to require credit card or alternate non-promotional payment method over and above the redeemed promotional value for any transaction or to require such information for verification purposes. 1-800-Flowers.com® does not allow the purchase of Gift Cards and Gift Certificates with a Savings Pass, Appreciation Award, Award Card or any other promotion. For more information please visit www.freshgift.com.

4. WINNER NOTIFICATION: The Winners will be declared pending verification of eligibility and compliance with these Official Rules. Winners selected will be notified by U.S. Mail, international mail, telephone or e-mail within seven (7) days of the date on which they were chosen. Canadian residents will be required to answer, unaided, a time-limited mathematical skill-testing question which will be administered by the Sponsor by telephone at a mutually convenient time as a pre-condition of

being verified as a Winner. Each Winner will be required to fulfill all requirements set forth herein or such Winner's prize will be forfeited and, at Sponsor's discretion, awarded to another Entrant.

5. GENERAL RULES AND REGULATIONS: By participating in this Drawing and/or accepting the prize, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. The Drawing Entities, Domino's Pizza® and 1-800-Flowers.com® (collectively, the "Indemnified Parties") shall not be liable for any and all actions, claims, including third party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Drawing, including entry and participation in this Drawing and acceptance, possession, use or misuse of any prize. Each Entrant, including each Winner, by participating in the Drawing, agrees to fully indemnify each Indemnified Party from any and all such claims by third parties without limitation. Entrants authorize the Indemnified Parties to use their name, voice, likeness, biographical data, city and state of residence, entry materials in programming or promotional materials, worldwide in perpetuity, or on a Winner's list, if applicable, without further compensation unless prohibited by law. The Indemnified Parties shall not be liable for: (i) late, lost, postage-due, incomplete, inaccurate or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephonic or computer-related malfunctions, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized or altered entries; (iv) any injuries, losses or damages of any kind caused by the prizes or resulting from acceptance, possession or use of a prize, or from participation in a Drawing; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Drawing. Sponsor disclaims any liability for damage to any computer system resulting from participating in, accessing or downloading information in connection with this Drawing, and reserves the right, in its sole discretion, to cancel, modify or suspend the Drawing should a virus, bug, computer problem or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Drawing. Sponsor may prohibit anyone from participating in the Drawing or winning a prize, if in its sole discretion, it determines there is an attempt to undermine the legitimate operation of the Drawing by cheating, hacking, fraud, deception, or any other unfair playing practices intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. All merchant names, logos, trademarks or other marks herein are used with permission. The registered owners of the names, logos, trademarks or other marks retain all rights therein. Merchants may have additional terms and conditions, which may be found on the gift card, gift certificate, voucher, or merchant's website. Merchants listed are subject to change without notice.

6. RELEASE: Entrants agree to these Official Rules and the decisions of the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns, ("Releasing Parties"), release defend and hold harmless the Drawing Entities, Domino's Pizza® and 1-800-Flowers.com® as well as their respective subsidiaries, affiliates, suppliers, distributors, agents, employees, officers, agents and prize suppliers ("Released Parties"), from any and all actions, suits, any and all damages, lost profits, judgments, claims and demands whatsoever, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter may have arising out of or resulting from participation, acceptance and use or misuse of any prize.

7. TECHNICAL FAILURES: Sponsor is not responsible for electronic transmission errors of any sort that result in an omission, interruption, deletion, defect, or delay in operations. Sponsor is not responsible for technical, satellite, electronic, computer, hardware or software malfunctions or limitations of any kind. If for any reason the Drawing is not capable of running as planned, by reason of technical failures or any other cause, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Drawing. Sponsor reserves the right, but not the obligation, to select winners from those who entered prior to the error that prompted the Sponsor's action. Sponsors further reserve the right to disqualify any individual who tampers with the entry process.

8. DISPUTES: Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Drawing or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Florida or the appropriate Florida State Court located in Broward County, Florida; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes 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 out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of any of the Drawing Entities in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Florida.

9. OFFICIAL RULES AND WINNERS LIST: For a copy of these Official Rules or the Winners List (available after April 23, 2012), please send a self-addressed, stamped envelope to the following address (please specify "Official Rules" or "Winners"): Vantage Hospitality Group, Inc., "Grand" Drawing, 7181 Chagrin Road, Chagrin Falls, OH 44023.

10. SPONSOR: Vantage Hospitality Group, Inc., 3300 North University Drive, Suite 500, Coral Springs, FL 33065.

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CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS DRAWING IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTY TO THE FULLEST EXTENT PERMITTED BY LAW.