

**Ruby Tuesday \$20,000 Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ELIGIBILITY: Only legal residents of the fifty (50) United States, D.C., and Puerto Rico 18 years of age or older, may enter. Not open to employees, officers or directors -- or to members of the immediate family or household of any of the foregoing -- of Ruby Tuesday, Inc. ("Sponsor"), or any of its parents, subsidiaries, affiliates, or any advertising or promotion agencies involved in this Sweepstakes promotion (collectively, the "Sweepstakes Entities"). Void where prohibited.

SWEEPSTAKES PERIOD: The sweepstakes (the "**Sweepstakes**") begins on January 5, 2015 at 12:00am Eastern Time ("ET") and ends on February 8, 2015 at 11:59:59 p.m. ET (the "**Sweepstakes Period**"). The Sponsor's database computer is the official time-keeping device for this Sweepstakes.

HOW TO ENTER: To enter the Sweepstakes, navigate to RubyTuesday.com and click on the link for the Sweepstakes which will take you to the Sweepstakes entry form ("Entry Form") or navigate directly to the Sweepstakes microsite at <http://pages.rubytuesdayrestaurants.com/2015win20k/> (RubyTuesday.com and the sweepstakes microsite collectively, "Website"). You must complete all information required in the Entry Form, including name, address, email address, zip code, and agreement to these Official Rules to receive an entry ("Entry"). If all information required in the Entry Form is not completed, you will not receive an Entry. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these Official Rules and all decisions of the judges, which shall be final and binding in all respects. All entries must be received by the end of the Sweepstakes Period. Any information submitted by you will be subject to Sponsor's privacy policy posted at www.rubytuesday.com/privacy. **LIMIT ONE (1) ENTRY PER PERSON, PER E-MAIL ADDRESS.** Entries found to be in excess of this limit will be disqualified. Any attempt by a person to enter more than the allowed number of entries may result in disqualification. Use of any macro, bot, script or other automated means to submit entries is prohibited.

WINNER SELECTION AND NOTIFICATION: The winner of the Sweepstakes will be randomly selected on or about February 10, 2015 from among all eligible entries received. Potential winner will be notified by mail and/or email using the contact information given at the time of entry on or about February 17, 2015. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within 5 days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. Potential winners are subject to verification, including verification of age. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

PRIZES/ODDS: The verified winner of the Sweepstakes will receive a prize consisting of \$20,000 in the form of a check.

Prize is non-transferable, and no cash alternative or prize substitutions will be allowed, except in Sponsor's discretion. A substitute of comparable or greater value may be awarded if prize becomes unavailable for any reason. Odds of winning depend on the number of eligible Entries received. Allow 4-6 weeks after validation for delivery or arrangement for delivery of prize.

GENERAL PRIZE CONDITIONS: Winner (a) is responsible for all federal, state and/or local taxes, and for any other fees or costs associated with acceptance or use of any prize, and (b) may be required to

execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, **"Prize Claim Documents"**). If a winner is not of legal age of majority in his or her state of residence (a **"minor"**), at Sponsor's option, the applicable prize either may be awarded in the name of parent or legal guardian of winner, or parent or legal guardian of winner may be required to ratify and sign all Prize Claim Documents. The winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. Winner may be issued an IRS 1099 form for the prize.

GENERAL PROVISIONS: Acceptance of a prize constitutes winner's permission for Sponsor to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation except where prohibited by law. You (and if you are a minor, your parent or legal guardian) agree that the Sweepstakes Entities (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use or misuse of any prize, and (b), except where prohibited by law, have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

By entering the Sweepstakes, you agree to these Official Rules, which are final and binding in all respects and further agree that (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; (c) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses; and (d) Sponsor's decisions are final in all matter relating to this Sweepstakes.. These rules and any disputes relating hereto are governed by the internal laws of the State of California without regard to principles of conflicts of laws, and by entering, you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California for resolution of any disputes relating to the Sweepstakes and waive any objection thereto.

No responsibility is assumed for any damage to your computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, no responsibility is assumed for incomplete, illegible, misdirected, misprinted, forged, tampered with, altered, late, lost, damaged, stolen, or postage-due submissions, prize notifications or other Sweepstakes materials, all of which are void; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

In the event of a dispute as to the identity of the entrant, any on-line entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent, provided such account holder must still meet the eligibility requirements for the Sweepstakes. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access

provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

WINNER LIST: For the name of the prize winner, available sixty (60) days after the end of the Sweepstakes Period, send a self-addressed stamped envelope to Ruby Tuesday, Inc., 150 West Church Avenue, Maryville, TN 37801, Attention: Marketing Department - Ruby Tuesday \$20,000 Sweepstakes. All such requests must be received by April 8, 2015.

SPONSOR: Ruby Tuesday, Inc., 150 West Church Avenue, Maryville, TN 37801