



EXHIBIT "A"

A LA MODE XSITES MONTHLY GIVEAWAY

OFFICIAL CONTEST RULES

- 1. ELIGIBILITY:** No purchase necessary. The Contest is open to United States residents at least 18 years old as of the date of entry who do not currently use a la mode, inc. products or services. Employees and their immediate family members or persons who live in the same household of a la mode, inc. ("a la mode"), its affiliates, its advertising and promotional agencies, or any other company engaged in the development, production, distribution, or sponsorship of this Contest are not eligible to enter or win, including XSite owners and their employees. By entering, you agree to these Official Contest Rules and the decisions of a la mode, which shall be final and binding in all respects.
- 2. DRAWING:** The winner will be selected in a random drawing from all eligible entries received. Drawings will occur the first Monday of each month on or about 12:00 p.m. CST, starting on Monday, November 2, 2009, concluding Monday, April 7, 2012. Drawings will take place at the a la mode headquarters in Oklahoma City, Oklahoma. The winner will be notified by e-mail, telephone, overnight carrier, or regular mail within approximately seven (7) days of the drawing.
- 3. ENTRY:** To enter, your computer must accept cookies. Entries shall be submitted online. Any other attempt at entry is void. Only one (1) entry per month, per person and/or company is permitted. An entry will be eligible to participate only in the Sweepstakes for the month in which it is submitted. Each Giveaway begins at 12:00 AM CST on the first day of each month and continues through 11:59 PM CST on the last day of each month. Participant may only win an a la mode, inc. Giveaway once per calendar year. This entry satisfies the express written permission requirement allowing a la mode, inc. to send fax and or email solicitations and/or advertisements. All entries are the property of a la mode and the XSite owner.
- 4. PRIZE/ODDS:** Each Prize of one thousand dollars (\$1000) will be awarded to a winner. Odds of winning in the drawing depend on the number of eligible entries received. No assignment, transfer or substitution of prize is permitted. Federal and State taxes are the sole responsibility of the winner. Additionally, all registration fees for the prize including, but not limited to, taxes, title and tag are the sole responsibility of the winner.
- 5. GENERAL CONDITIONS:** The Contest is void where prohibited. The winner must execute and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release within seven (7) days of notification. Failure to return documents within seven (7) days of receipt, or if prize notification or prize is returned as non-deliverable, may result in disqualification with an alternate winner selected, at the sole discretion of a la mode. By accepting the prize, where permitted by law, the winner agrees to grant to a la mode, and its licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide

in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further, without such additional compensation, appear for any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by a la mode. Further, by accepting the prize, the winner agrees to release and hold harmless a la mode, and its directors, officers, employees, representatives and agents of any type or kind, from any and all liability for any injuries, losses or damages of any kind arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize, participation in any Contest related activity, or participation in this Contest.

a la mode reserves the right, at its sole discretion, to disqualify any participant it finds, in its sole discretion, to be (i) tampering with the entry process or the operation of the Contest or a la mode's website, (ii) in violation of the Terms of Service of the website, (iii) in violation of these Official Contest Rules, or (iv) acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry will be deemed to be the participant and must comply with these Official Contest Rules. a la mode will prosecute any fraudulent activities to the full extent of the law.

The authorized subscriber is deemed to be the natural person who is assigned an e-mail address by the Internet access provider, online service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

6. LIMITATIONS OF LIABILITY: a la mode is not responsible for late, incomplete or incorrect online entries. a la mode is not responsible for any electronic, hardware or software program, network, Internet or computer malfunctioning, failures or difficulties of any kind which may occur in the process of submitting entries. a la mode is not responsible for injury or damage to any participant's or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of a la mode which, in the sole opinion of a la mode, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, a la mode reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select the winner from the entries received prior to the action taken. IN NO EVENT WILL A LA MODE, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS OF ANY TYPE OR KIND, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE A LA MODE, INC WEBSITES OR THE DOWNLOADING FROM AND /OR PRINTING MATERIAL DOWNLOADED FROM SAID SITES. WITHOUT LIMITING THE

FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

7. DISPUTES: As a condition of participating in this Contest, you agree that any and all disputes which cannot be resolved between the parties, and any and all causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the City of Oklahoma City, Oklahoma having competent jurisdiction, which Court shall apply the laws of the State of Oklahoma without regard for doctrines of conflicts of law. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and you further waive all rights to have damages multiplied or increased.

8. WINNERS LIST: For the name of the Contest winner, send a self-addressed stamped envelope to: a la mode Monthly XSITES Cash Giveaway Winner List c/o a la mode, Inc., 3705 West Memorial Road Building 402, Oklahoma City, OK 73134.