

VISA NFL SWEEPSTAKES AT LA QUINTA INNS & SUITES
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: The *Visa NFL Sweepstakes at La Quinta Inns & Suites* ("Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia, 18 years of age or older as of September 16, 2009. Commercial card eligibility is subject to employer policies regarding sweepstakes participation. Void in Puerto Rico and where prohibited. Employees of the National Football League ("NFL"), its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, "NFL Entities"), Visa Inc., Visa U.S.A. Inc. ("Sponsor"), Visa International Service Association, LQ Management L.L.C., La Quinta Inns & Suites, La Quinta Franchising, LLC, and each of their respective parents, successors, affiliates, shareholders, officers, directors, members, franchisees, hotel owners, representatives, employees and agents, and all financial institutions, prize suppliers, and advertising and promotion agencies, Strobe Promotions, Inc. and each of their respective agents, representatives, 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 a.m. Pacific Time ("PT") on September 16, 2009, and ends at 11:59:59 p.m. PT on November 30, 2009 ("Promotional Period"). There will be two (2) monthly drawings throughout the Promotional Period and one Grand Prize drawing conducted at the end of the Promotional Period. The 1st monthly drawing period will run from 12:00:00 am PT on October 1, 2009 through 11:59:59 PM PT on October 15, 2009 ("October Monthly Period") and the 2nd monthly drawing period will run from 12:00:00 am PT on November 1, 2009 through 11:59:59 PM PT on November 15, 2009 ("November Monthly Period").

4. TO ENTER: There are two (2) ways to enter the Sweepstakes: 1) Automatic Entry; and 2) U.S. Mail. **1) Automatic Entry:** Eligible Visa cardholders will automatically receive one (1) entry into the Grand Prize drawing for every hotel stay booked at a participating La Quinta Inns & Suites using their Visa card and will receive three (3) bonus entries into the Grand Prize drawing for every hotel stay booked at a participating La Quinta Inns & Suites using their LQ Visa card during the Promotional Period. Hotel stays must be completed by November 30, 2009 to be eligible. Eligible Visa cardholders will automatically receive one (1) entry into the 1st Monthly drawing for every hotel stay

booked at a participating La Quinta Inns & Suites using their Visa card during the October Monthly Period. Hotel stays must be completed by October 15, 2009 in order to be eligible. Eligible Visa cardholders will automatically receive one (1) entry into the 2nd Monthly drawing for every hotel stay booked at La Quinta Inns & Suites using their Visa card during the November Monthly Period. Hotel stays must be completed by November 15, 2009 in order to be eligible. Bookings must be made through lq.com, La Quinta's call center at 1-800-753-3757 or at the registration desk at participating La Quinta Inns & Suites. Certain restrictions may apply. Hotel stay must be at a participating La Quinta Inns & Suites in the United States. Only eligible Visa purchases described above 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 through Visa U.S.A. Inc.'s transaction-processing system during the Promotional Period are eligible for automatic entry. In the event of a dispute as to who 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. Non-U.S.-dollar purchases, Interlink[®]-processed transactions, and purchases authorized by entering a PIN (personal identification number) 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 p.m. PT on November 30, 2009, in order to be eligible for the Grand Prize. Automatic entries received between 12:00:00 a.m. PT on October 1, 2009 and 11:59:59 p.m. PT on October 15, 2009 will be eligible for the October Monthly Prize. Automatic entries received between 12:00:00 a.m. PT on November 1, 2009 and 11:59:59 p.m. PT on November 15, 2009 will be entered for the November Monthly Prize. **2) To enter without purchase or obligation by U.S. Mail:** You may enter the Sweepstakes without purchase 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, and mailing, in a #10 envelope with postage affixed, to: Visa NFL Sweepstakes at La Quinta Inns & Suites, P.O. Box 695, Bethpage, NY 11714-0695. Each mail-in entry will count as four (4) entries into the drawings. Mail-in entries must be postmarked by November 30, 2009, and received by December 7, 2009, in order to be eligible for the Grand Prize. Mail-in entries must be postmarked between October 1, 2009 and October 15, 2009, and received by October 22, 2009, in order to be eligible for the October Monthly Prize. Mail-in entries must be postmarked between November 1, 2009 and November 15, 2009 and received by November 22, 2009, in order to be eligible for the November Monthly Prize. Enter as often as you wish; however, each mail-in entry must be mailed in a separate postmarked-and-stamped envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate are void. Entries become the property of the Sponsor and will not be acknowledged or returned.

5. DETERMINATION OF WINNERS: Potential October Monthly prize winner will be selected in a random drawing on or about October 26, 2009 from among all eligible automatic and mail-in entries received as stated above in Rule 4 and potential November Monthly prize winner will be selected in a random drawing on or about November 25, 2009 from among all eligible automatic and mail-in entries received as stated above in Rule 4. Potential Grand Prize winner will be selected in a random drawing on or about December 10, 2009 from among all eligible automatic and mail-in entries

received as stated above in Rule 4. The random drawings will be conducted by Strobe Promotions, Inc., an independent judging organization. Judges' and Sponsor's decisions are final and binding on matters relating to this Sweepstakes. Potential winners will be notified by overnight or U.S. Mail and/or telephone within 48 hours of random drawing and will be required to sign an affidavit of eligibility/liability release, a publicity release where legal, and federal and state tax releases, and return these documents, properly executed, via overnight mail, within three (3) days of date of issuance of notification. Non-compliance within this time frame and/or with these Official Rules; Sponsor's inability to contact a potential winner within a reasonable time period; or a prize's or prize notification's return as undeliverable will result in such potential winner's disqualification and, at Sponsor's discretion, the prize may be awarded to a potential alternate winner.

6. ODDS: Estimated odds of winning the Grand Prize are 1:806,567; Estimated odds of winning the October Monthly Prize are 1:161,313; Estimated odds of winning the November Monthly Prize are 1:161,313; however, the actual odds of winning a prize depend upon the total number of eligible entries received for the applicable drawing.

7. PRIZE DESCRIPTIONS: One (1) Grand Prize: A five (5) day/four (4) night (February 4, 2010 through February 8, 2010) trip for two (2) to South FL to see the Super Bowl XLIV scheduled to take place on February 7, 2010 and a \$500 NFL-themed Visa Gift card for the winner only; trip package includes two (2) tickets to the game, roundtrip air transportation (coach) for two (2) from the major U.S. gateway airport nearest winner's home to the major U.S. airport nearest the city of the game, hotel accommodations (one [1] standard room, double occupancy), two (2) tickets to the official NFL Tailgate Party, two (2) tickets to the Super Bowl XLIV Saturday Night Party, dinner and meet-and-greet with an NFL player and ground transportation to/from airport, the game, Tailgate Party, Saturday Night Party, meet-and-greet and hotel. Winner only will also receive \$4,683 cash (awarded as a check) that may be used toward the payment of taxes. **Total Approximate Retail Value ("ARV") of the Grand Prize is \$15,233. One (1) October Monthly Prize: A \$500 Visa Gift Card. ARV: \$500. One (1) November Monthly Prize: A \$500 Visa Gift Card. ARV: \$500. Total ARV of all prizes: \$16,233.** Actual retail value of trip prize depends upon the winner's point of departure and existing rates at the time of travel, and any difference between the stated ARV and the actual value if any, will not be awarded. Winner and guest must be able to travel on dates specified by Sponsor or prize will be forfeited and an alternate winner selected at the discretion of the Sponsor. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless child or legal ward of winner, and will be required to execute and return a travel release prior to issuance of travel documents. If guest is child or legal ward of winner, winner will be required to execute and return such documents on behalf of such child or legal ward. Travel arrangements will be made through the travel coordinator and on carrier(s) designated by Sponsor. Trip is subject to air/hotel availability and other conditions and restrictions, if provided by prize coordinator/supplier. If the winner lives within 100 miles of any destination city, the air transportation portion of trip will not be awarded and ground transportation will be substituted and no additional compensation or substitution will be provided. Airline and flight times to be selected by air supplier at its sole discretion. One or more

stopovers may be required on air transportation. Winner and his/her guest must travel together at the same time on the same itinerary. Air transportation, if applicable, and hotel accommodations must be taken together and cannot be taken separately. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at Sponsor's sole discretion. **Grand Prize winner must confirm available travel dates and flight times selected by the Sponsor at least three (3) weeks prior to travel dates. No extension or change of trip dates permitted. Sponsor will not replace any lost or stolen tickets, travel vouchers, certificates, gift cards, or similar items once they are in winner's possession or in the possession of the guest.** Neither Sponsor nor any of the Releasees shall be responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the air carriers, hotels, or other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. Winner and guest are responsible for obtaining travel documents, as well as travel insurance (and all other forms of insurance), that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. It is the responsibility of the winner and his/her guest to arrive at the designated U.S. gateway city in time for each flight. Tickets and Visa Gift cards are subject to certain terms and conditions as specified by the NFL and issuer thereon. Winner and guest will be subject to a background check by the NFL in order to participate in the Super Bowl XLIV pre-game event. Winner and guest must comply with all venue, stadium, and event rules and regulations. Failure to do so may result in forfeiture of such portion(s) of prize. The NFL Player for meet-and-greet and seat locations for the game will be determined by Sponsor and are subject to availability. Sponsor reserves the right to remove or deny entry to winner and/or his/her guests who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the game or any event. If the game is cancelled or postponed and rescheduled for any reason whatsoever, if any part of an event is unable to take place as planned or if Sponsor is unable to make an NFL Player available for meet-and-greet for any reason, including but not limited to, cancellation, scheduling conflicts, or an event of force majeure, the remaining components of the prize will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation or substitution will be provided. Tickets awarded as part of the prize are subject to the terms and conditions stated on such tickets. No substitutions, cash equivalents, or transfer of any prize permitted except at the sole discretion of the Sponsor, who reserves 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, and if the Grand Prize, additional transportation, meals, gratuities, and souvenirs. Prizes may not be transferred or substituted except at the Sponsor's sole discretion. If any 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 winners set forth herein. Such parent or legal guardian may also be required to accompany minor Grand Prize winner on trip as his/her guest. All prize details are at Sponsor's sole discretion.

8. CONDITIONS OF PARTICIPATION: By entering, entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor and judges, which are final and binding. By accepting a prize, each winner consents to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor and LQ Management L.L.C., or party designated by the Sponsor or LQ Management L.L.C., 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 all Releasees, each individually and jointly and severally, 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 (including any travel/activity related thereto). 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 all 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: Sponsor will collect information from the entrants solely for the purpose of the prize drawings and to notify winners. Sponsor 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 Sponsor's products and promotions or if winner notification (if applicable). Releasees, each individually and jointly and severally, are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries or 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, the announcement of the prizes, or in any Sweepstakes-related materials. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice for any reason, including 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 (or any portion thereof). In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award prize(s) at issue in random drawing(s) from among all non-suspect, eligible entries received for such drawing(s) 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 Sponsor reserves 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.** Sponsor's or any of the Releasees' failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate these Official Rules or interfere with this Sweepstakes in any manner. If an entrant is disqualified, Sponsor reserves 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 entrant and Sponsor 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) that would cause the application of the laws of any jurisdiction other than the State of California. Jurisdiction and venue shall be solely within the State of California.

11. WINNERS' NAMES: To obtain the names of winners, available after January 30, 2010, mail a self-addressed stamped envelope by January 30, 2010, to: VISA LA QUINTA NFL Winners, P.O. Box 913, Bethpage, NY 11714-0913.

12. SPONSOR & ADMINISTRATOR: The Sponsor of this Sweepstakes is Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999. The administrator of this Sweepstakes is Strobe Promotions, Inc., 535 S. Broadway, Suite 203, Hicksville, NY 11801.

The NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this sweepstakes in any way.

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. (1) Grand Prize: A trip for two (2) to Super Bowl XLIV. (ARV: \$15,233). One (1) First Prize: A \$500 Visa Gift Card. ARV: \$500. One (1) Second Prize: A \$500 Visa Gift Card. ARV: \$500. Total ARV of all prizes \$16,233. The estimated odds of winning the Grand Prize are 1: 806,567; estimated odds of winning the October Monthly Prize are 1:161,313.; estimated odds of winning the November Monthly Prize are 1: 161,313; however, the actual odds of winning a prize will depend upon the total number of eligible entries received for the applicable drawing. Automatic entries must be received by 11:59:59 PM PT November 30, 2009 to be eligible for the Grand Prize. Only automatic entries received between 12:00:00 a.m. PT on October 1, 2009 and 11:59:59 p.m. PT on October 15, 2009 will be entered for a chance to win the First Prize. Only automatic entries received between 12:00:00 a.m. PT on November 1, 2009 and 11:59:59 p.m. PT on November 15, 2009 will be entered for a chance to win the Second Prize. Mail-in entries must be postmarked by November 30, 2009 and received by December 7, 2009 to be eligible for the Grand Prize. Mail-in entries must be postmarked between October 1, 2009 and October 15, 2009, and received by October 22, 2009, in order to be entered for a chance to win the First Prize. Mail-in entries must be postmarked between November 1, 2009 and November 15, 2009 and received by November 22, 2009, in order to be entered for a chance to win the Second Prize. Sweepstakes ends 11:59:59 p.m. PT November 30, 2009. See Official Rules above for complete details, including prize restrictions. Sponsored solely by Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999.