

THE OROWEAT "VIP ROSE BOWL EXPERIENCE" SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THE "OROWEAT VIP ROSE BOWL EXPERIENCE" SWEEPSTAKES (THE "SWEEPSTAKES") AND ANY ADVERTISEMENT RELATING THERETO IS INTENDED FOR PARTICIPATION ONLY IN THE STATES OF ARKANSAS, ARIZONA, CALIFORNIA, COLORADO, HAWAII, IDAHO, KANSAS, UTAH, MISSOURI, MISSISSIPPI, MONTANA, NEBRASKA, NEVADA, NEW MEXICO, OKLAHOMA, OREGON, TENNESSEE, TEXAS, WASHINGTON, AND WYOMING (COLLECTIVELY, "TERRITORY") AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY CALIFORNIA STATE LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT WITHIN THE TERRITORY, PHYSICALLY LOCATED WITHIN THE TERRITORY AT THE TIME OF ENTRY, OR DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

1. **SWEEPSTAKES DESCRIPTION:** The "Oroweat VIP Rose Bowl Experience" Sweepstakes is sponsored by Pac-10 Properties/Fox Sports Net, Inc. located at 10201 West Pico Boulevard, Building 103, Los Angeles, California 90035, and Bimbo Bakeries USA, Inc. located at 14401 Statler Boulevard, Fort Worth, Texas 76155 (each a "Sponsor" collectively, Sponsors). The prizewinner of the Sweepstakes will receive a prize package as more specifically described below. The Sweepstakes begins on September 6, 2008, and ends on November 16, 2008 (such entire period of time referred to hereinafter as the "Sweepstakes Period"). By participating in this Sweepstakes, each entrant unconditionally agrees to abide by these Official Rules and the decisions of Sponsors, which shall be final and binding in all matters relating to this Sweepstakes.

2. **WHO MAY ENTER:** The Sweepstakes is open to legal residents of the states of Arkansas, Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Utah, Missouri, Mississippi, Montana, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, Tennessee, Texas, Washington, and Wyoming who are eighteen (18) years of age or older at the time of entry. Void where prohibited by law. Directors, officers, and employees, of Sponsors, Fox Cable Network Services, LLC, Fox Entertainment Group, Pasadena Tournament of Roses Association, and The News Corporation, Inc., and each of their respective parents, affiliated, or subsidiary companies, advertising, promotion, production services, fulfillment agencies, legal advisors, web masters and web suppliers (each a "Promotion Entity" and collectively, the "Promotion Entities"), and each of their respective IRS dependents, immediate family members [children, spouse, parents, siblings] and individuals residing in their same household, whether or not related are not eligible to enter or win. The potential prizewinner of the Sweepstakes may be required to show proof of residency.

3. **WHEN TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Central Time ("CT") on September 6, 2008, and ends at 11:59:59 CT on November 16, 2008. To be eligible for this Sweepstakes, all online entries must be received by Sponsor by the end of the Sweepstakes Period in order to participate. All mail-in entries must be postmarked by the end of the Sweepstakes Period and received by Sponsors by November 19, 2008. The Sponsors' database clock shall be the official time keeping device for all on line entries received. The receive date for all mail-in entries shall be determined by Sponsors' in their sole discretion, which shall be final and binding.

4. **HOW TO ENTER:** No purchase necessary to enter or win. Making a purchase will not improve your chances of winning. There are two (2) ways to enter. 1) **ONLINE ENTRY:** Visit www.oro-weat.com ("Website") and follow the links and instructions to the registration page. Once the entrant has reached the registration page, complete the official online entry form in its entirety, which includes without limitation, your full name, complete address (including city, state, zip code), date of birth, e-mail address, and daytime phone number (including area code). Each e-mail entry must provide a valid e-mail address to be eligible. Proof of entering the required information at the Website is not considered proof of delivery to or receipt by Sponsors of entry into the Sweepstakes. In the event of a dispute regarding the identity of who actually submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address supplied at the time of entry. An "authorized account holder" is defined as the natural person to whom the applicable e-mail address has been assigned by the internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the address submitted. The potential prizewinner may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry. 2) **MAIL-IN**

ENTRY: On an approximately 3x5 card, legibly print your full name, complete mailing address (including city, state, and zip code), date of birth, e-mail address, if any, and daytime phone number (including area code) and mail to Pac-10 Properties/Fox Sports Net, Inc. c/o Oroweat VIP Rose Bowl Experience Sweepstakes, located at 10201 West Pico Boulevard, Building 103, Los Angeles, California 90035 There is no limit on the number of entries per entrant so, each entrant may enter as often as entrant desires. All requested information must be included on your official entry form to be eligible to win. No mechanically reproduced, illegible, forged, software-generated, other automated or incomplete entries will be accepted. Sweepstakes entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. If a dispute as to the identity of any entrant (online or mail-in) cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

All entries become the exclusive property of Sponsors and will not be acknowledged or returned. As permitted by law, each entrant agrees that personal information collected in connection with this Sweepstakes may be shared with the Promotion Entities and Sponsors' other promotional partners to contact you regarding promotional updates; information; messages; and for other reasons via electronic and/or ordinary mail and, will be used by Sponsors and such promotional partners in compliance with their respective privacy practices. Entry must be made by the entrant, only in the manners as set forth herein. All other methods of entry are considered void.

5. **DRAWINGS AND PRIZEWINNER NOTIFICATION:** One (1) prizewinner will be selected in a random prize drawing for the prize package. The potential prizewinner will be selected on or about November 20, 2008, from all eligible entries received during the Sweepstakes Period. The potential prizewinner will be notified by telephone, e-mail and/or U.S. mail on or about November 20, 2008, using the contact information provided at the time of entry. Sponsors shall have no liability for any prizewinner notification that is lost, intercepted, or not received by a potential prizewinner for any reason. If a selected prizewinner cannot be reached by telephone; e-mail, or U.S; mail, or does not respond within three (3) days of the initial attempt to notify the potential prizewinner, the prize package may be forfeited and an alternate prizewinner for the prize package may be selected in a random drawing from the remaining eligible entries. Sponsors will attempt to contact up to two (2) potential prizewinners in accordance with the above procedure, after which the prize package may go unawarded if the prize package remains unclaimed. If any potential prizewinner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize package or any portion thereof for any reason prior to award, such potential prizewinner will be disqualified and an alternate prizewinner may be selected in a random drawing from the remaining eligible entries.

5. **PRIZE PACKAGE/APPROXIMATE RETAIL VALUE (ARV)/ODDS:** One (1) prize package will be awarded. The prize package consists of the following: (i) admission for two (2) to the Rose Bowl Game Welcome Reception, which will be held on January 1, 2009, in Pasadena, California; (ii) one (1) hotel accommodation (based upon double occupancy) for four (4) nights stay in Pasadena, California, which shall be determined by Sponsors in their sole discretion; (iii) buffet style breakfast each morning during the hotel stay; (iv) admission for two (2) to the behind-the-scene Rose Bowl Parade decorating site; (v) prizewinner's choice of attending the Bandfest Event or the Huntington Museum; (vi) photo opportunity at the Rose Bowl Stadium; (vii) Pasadena, California sightseeing, which may include deluxe air-conditioned motor coach transportation and a professional tour guide; (viii) admission for two (2) to the Tournament of Roses Parade (grandstand seating); (ix) admission for two (2) to the Rose Bowl Game (reserved corner end zone seating), which will be held on January 1, 2009; (x) admission for two (2) to the Rose Bowl Parade post parade float viewing; (xi) official Rose Bowl Parade and Rose Bowl Game programs; and (xii) souvenir name badge. Should the selected prizewinner reside more than sixty (60) miles from the Rose Bowl Stadium, the selected prizewinner and their guest will be provided with coach class roundtrip air travel departing from the commercial airport nearest the selected prizewinner's residence. The total approximate retail value ("ARV") for the prize package is Five Thousand Dollars (\$5,000). The Actual ARV for the prize package may vary depending on the location of the prizewinner's residence, date of departure, and fare fluctuations. The prizewinner shall be solely responsible for all other expenses not specified herein as being awarded including, without limitation, delivery, processing and handling fees, food (except as otherwise specified herein), beverages, gratuities, all travel accommodations (except as otherwise specified herein), and/or personal purchases. All travel arrangements and hotel accommodations will be made by Sponsors in their sole discretion, and the prizewinner and the prizewinner's guest must be able to travel between December 29, 2008, and January 2, 2009. If the prizewinner is unable to travel on those dates, such prizewinner will forfeit the prize package in its entirety and an alternate prizewinner will be selected in a random drawing from all remaining eligible entries. Sponsors are not responsible for flight delays, game schedule changes, parade schedule changes, or cancellations. Airfare does not include government taxes, Passenger Facility Charge or September 11th Security Fee. All such costs must be paid by the prizewinner and his or her guest and are due at time of confirmation of the requested dates; once

paid, these costs and/or fees are non-refundable. Ground transportation to and from the prizewinner's residence will not be provided as part of the overall travel package. Other travel and hotel accommodation restrictions may apply. Odds of winning depend on the actual number of eligible entries received prior to the end of the Sweepstakes Period. Sponsor is not responsible for any delays, changes, or cancellations with respect to the Rose Bowl and/or any Rose Bowl related activities, the Bandfest Event or Hunting Museum, or the Pasadena tour portion of the prize package.

The prizewinner's guest(s) must be eighteen (18) years of age or older, or if any companion is a minor, the prizewinner must be such minor's parent or legal guardian or is required to obtain the permission of such minor's parent or legal guardian in form and substance acceptable to Sponsors in their sole and absolute discretion. Prizewinner must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. The prizewinner's guest must sign and return a Liability Release and (where legal) a Publicity Release prior to awarding the prize package. Changes not permitted after the prize package has been awarded.

7. **GENERAL PRIZE RESTRICTIONS:** All Minors (as defined below) must be accompanied, at all times, by an adult. The potential prizewinner is subject to verification. The prize package is not redeemable for cash. No cash alternative or prize substitutions will be allowed except Sponsor reserves the right to substitute prizes of comparable value if a prize listed is unavailable for any reason. The prize package is non-assignable and nontransferable. If lost, the prize package awarded herein or any portion thereof will not be replaced. The prize package or any portion thereof will not be substituted, except at Sponsor's sole discretion due to unavailability and then only for a prize of equal or greater value except where prohibited by law. The prizewinner is solely responsible for the reporting and payment of any federal, state and/or local taxes on the prize package received. Admittance to the Rose Bowl and/or any Rose Bowl related activities, the Bandfest Event or Hunting Museum, or the Pasadena tour (each an "Activity" collectively, "Activities") is subject to availability and all terms and conditions generally applicable thereto. If an Activity or any portion of the Activities of the prize package become unavailable, the applicable Activity or any portion of the Activities of the prize package will be cancelled without substantiation or compensation therefore. The applicable Activity or any portion of the Activities of the prize package will be deemed unavailable due to cancellation or unavailability for any reason, or if Sponsors determines that all or regulations applicable thereto cannot be met or waived on terms that Sponsors finds satisfactory in their sole discretion. If any potential prizewinner declines the prize package or any portion thereof, is found to be ineligible, or fails to comply with these Official Rules, such potential prizewinner may be disqualified and will forfeit the prize package he or she otherwise might have received. In the event the prizewinner or his or her guest engage in behavior that (as determined by Sponsors in their sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten any other person, Sponsors reserve the right to terminate the applicable event in whole or in part, and send the prizewinner and/or his or her guests home with no further compensation. Upon verification of entrant's win and compliance with these Official Rules, delivery of the prize package will be coordinated by a representative of Sponsors and the prizewinner will receive further notification with details on how to claim the prize package. All details and other restrictions of the prize package not specified in these Official Rules will be determined by Sponsors in their sole discretion.

8. **GENERAL PRIZE CONDITIONS:** Eligibility, age and all claims made by prizewinner is subject to verification. Sponsors and their agents are not responsible for fraudulent communications including without limitation phone calls, mail, and e-mails made by or sent to entrants. The prizewinner will be required to execute an Affidavit of Eligibility, a Liability Release and where imposing such condition is legal, a Publicity Release ("Prize Claim Documents"). If a prizewinner is not of legal age of majority in his or her state of residence ("Minor") at Sponsors' option, the prize package either will be awarded in the name of the parent or legal guardian of the prizewinner, or the parent or legal guardian of the prizewinner will be required to ratify and sign Prize Claim Documents. The Prize Claim Documents must be returned within the time frame indicated on the documents. If the potential prizewinner (or, in the case of a Minor, such Minor prizewinner's parent or legal guardian) fails to return such documents within the prescribed time, or if a potential prizewinner is found to be ineligible, or if he/she does not comply with these Official Rules, then the potential prizewinner may be disqualified and an alternate prizewinner may be selected from the remaining eligible entries. All applicable U.S., federal, state, and local taxes, duties, or other taxes or fess are the sole responsibility of the prizewinner, who may be issued a 1099 IRS tax form for the ARV of any awarded prize. Acceptance of a prize package constitutes permission for the Sponsors and their agents to use said prizewinner's name, photograph, likeness, statements, biographical information, voice, and city and state for all purposes and in all forms of media, in perpetuity, without further notice or compensation.

Depiction of the prize package in any advertising, promotional materials may not reflect the actual prize package delivered to the prizewinner. Sponsors or their agents shall not be responsible for delays in delivery of the prize package or any portion thereof once it has been shipped by Sponsors or their agents. Prizewinner shall bear all risk of loss or damage to the prize package or any portion thereof after it has been delivered to the prizewinner.

9. **CONDITIONS OF PARTICIPATION:** This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, each entrant hereby: (a) agrees that the Promotion Entities will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activity, or for any typographical or other error in the printing, offering or announcement of any prize; (b) releases the Promotion Entities from all liability, claims, action, or proceedings relating to this Sweepstakes and from injuries or damages arising in connection with or relating to participation in this Sweepstakes, or use or misuse of the prize package or any portion thereof; and (c) waives any right to claim ambiguity in the Sweepstakes or these Official Rules. This Sweepstakes may not be used for any form of gambling.

10. **IMPORTANT: PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** By entering the Sweepstakes, each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsors, or otherwise, that may limit an entrant's ability to participate in the Sweepstakes; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this Sweepstakes and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Sweepstakes and/or the use and/or misuse of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy); or (iv) the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any errors or failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsors reserve the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the Sweepstakes entry process or operation of the Sweepstakes or to be acting in an unsportslike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsors reserve the right to modify, extend, suspend, or terminate the Sweepstakes if Sponsors determines, in their sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsors' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsors are prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsors' control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsors will (if possible) select prizewinner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsors. The invalidity or

unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. **GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSORS IN CONNECTION WITH THE SWEEPSTAKES OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE OFFICIAL RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL PROMOTION ENTITIES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, **ALL PRIZES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW 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. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

12. **COPY OF OFFICIAL RULES/WINNERS LIST:** To obtain a copy of the Official Rules or Winner's List (please specify), send a self-addressed stamped envelope with request to Bimbo Bakeries USA, Attn: Oroweat Pac-10, 14401 Statler Boulevard, Fort Worth, TX 76155. The Winner's List will be available for a period of thirty (30) days following the end of the Sweepstakes Period.

13. **SPONSORS:** Pac-10 Properties/Fox Sports Net, Inc.
10201 West Pico Boulevard, Building 103
Los Angeles, California 90035

Bimbo Bakeries USA, Inc.
14401 Statler Boulevard
Fort Worth, Texas 76155