

# ROCKY ROCOCO PHOTO CONTEST

## Official Rules 2013

**NO PURCHASE IS NECESSARY TO WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Participation in the Contest constitutes full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning a Prize is contingent on fulfilling all requirements set forth herein. The "Sponsor" of the Contest is Rocky Rococo Restaurants, 105 E. Wisconsin Ave, Suite 101, Oconomowoc, WI 53066. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**WHO MAY ENTER:** You may enter the Contest if (A) you are a legal resident of the fifty (50) United States, and (B) you are at least eighteen (18) years of age or older at time of entry. Void in overseas U.S. territories, possessions, commonwealths and military installations. Void where prohibited, licensed, restricted or taxed. Employees of Rocky Rococo Restaurants, the affiliates, franchisees, subsidiaries, advertising and promotion agencies of each, any other individual or company involved in the development or execution of this contest, and the immediate family members and/or those living in the same household of all the above are not eligible. The contest is subject to all applicable federal, state and local laws and regulations. Entrants who enter via Facebook are providing information to Sponsor and not to Facebook.

**ENTRY PERIOD:** The Entry Period begins at 6:00 a.m. CST on March 1, 2013 and ends at 11:59 p.m. CST on April 15, 2013. Community voting will begin at 12:01 a.m on April 16, 2013 and end on 11:59 p.m. on April 30, 2013. The winners will be notified on or before May 6, 2013.

**HOW TO ENTER:** All entries must be submitted in digital format in one of three ways.

**FACEBOOK ENTRY:**

(1) Click the "Photo Contest" tab on the Sponsor's Facebook Page found at

<https://www.facebook.com/rockyroccoco> (the "Page")

(2) Complete the entry form and upload your photo.

**TWITTER ENTRY:**

(1) Tweet a photo with the hashtag "#RockyRococoPhotoContest"

**INSTAGRAM ENTRY:**

(1) Post a photo with the hashtag "#RockyRococoPhotoContest"

(2) Photo settings must be for public viewing.

There is no limit on the number of Entries you may submit; however, each Entry must be substantially different from any other Entry you submit. All Entries become the sole property of the Sponsor and will not be returned.

**REQUIREMENTS OF ENTRIES:** Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

1. is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity
2. promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message
3. is obscene or offensive; endorses any form of hate or hate group
4. appears to duplicate any other submitted Entries
5. defames, misrepresents or contains disparaging remarks about other people or companies
6. contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses
7. contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission
8. contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission
9. contains look-alikes of celebrities or other public or private figures, living or dead
10. communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
11. violates any law

Entry must be the original work of the entrant and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. If any minor appearing in the photo is not the child or legal ward of the entrant, entrant is responsible for obtaining written consent from such minor's parent or legal guardian prior to submitting his/her Entry into this Contest. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time.

Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted in the Photo Contest Gallery and/or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain other Entries under this Contest or have developed on its own through other third parties ideas and material that may be similar or identical to the Entry submitted by entrant, and entrant waives any and all claims he/she may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to his/her Entry.

Sponsor or Facebook is not responsible for any failure of the Page during the Entry Period including any technical malfunction of any computer, on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or review to be received on account of traffic congestion on the internet or on Facebook, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any material related to the contest, all of which may affect a person's ability to participate in the contest.

**ODDS OF WINNING:** Odds of winning are based on eligible number of entries received during the entry period.

**JUDGING CRITERIA:** Photo contests winners will be determined from a combination of community voting and a panel of judges consisting of Sponsor representatives. The winners will be selected from the top 10 finalists that receive the most votes during the community voting phase of the contest. Judges will use the following criteria to select the final winners:

1. Demonstration of a genuine love of Rocky Rococo pizza (50%)
2. Creativity (30%)
3. Originality (20%)

There will be one (1) grand prize winner, two (2) second place winner, seven (7) third place winners for a total of ten (10) winners in all. Sponsor reserves the right to change the winner selection method and has the sole right to determine winners. Winners will be notified by e-mail on or before May 6, 2013. Decisions of Sponsor are final.

**PRIZES:**

**GRAND PRIZE - One (1) winner will receive:**

The iPad mini by Apple, Inc. 16 GB, Wi-fi model. Your choice of color (white/silver or black/slate). Apple Polyurethane cover included (color of your choice: dark grey, light grey, pink, green, red or blue). Total estimated value of the Prize is \$368 (the "Maximum Value").

**2nd PLACE PRIZE - Two (2) winners will win:**

Rocky Rococo Pizza for a Year. Includes one large Rocky Rococo pizza (any toppings) each month for one year. Certificates will be mailed to the winner. Total estimated value of the Prize is \$228 (the "Maximum Value").

**3RD PLACE PRIZE - Seven (7) winners will win:**

One (1) certificate for a free large Rocky Rococo pizza (any toppings) and two (2) certificates for a free Rocky Rococo slice. Total estimated value of the Prize is \$31 (the "Maximum Value").

All federal, state and local income taxes, insurance, licensing, registration and title fees connected to a Prize are the sole responsibility of each winner. All federal, state and local laws and regulations apply. Sponsor shall only be responsible for awarding the number of Prizes as stated in these Official Rules. Sponsor and Facebook expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the Prize awarded. Prize cannot be substituted or exchanged for cash. Prize will not exceed the Maximum Value. Sponsor makes no representation or warranties concerning the Prize awarded.

**CLAIMING PRIZE:** Only properly-claimed Prizes will be awarded. If a winner does not respond within five (5) days after the Sponsor's first attempt to contact him or her, the corresponding Prize will be forfeited and will be awarded to an alternate winner. Should a winner make any false statement(s) in any document or submission the winner will be required to promptly return to Sponsor his or her Prize. Any unclaimed Prizes will be awarded in a random drawing to be held as necessary. For a list of winners, made available after the Promotion Period has ended, send a stamped, self-addressed envelope by 5/31/13 to: ROCKY ROCOCO "PHOTO CONTEST" WINNERS LIST, 105 E WISCONSIN AVE, OCONOMOWOC, WI 53066.

**PRIVACY POLICY:** Any personally identifiable information collected during this Contest collected by Sponsor and used by Sponsor, its affiliates, agents and marketers may be used to send you information via email about new promotions, products, and services

offered by Rocky Rococo Restaurants. You may unsubscribe at any time. We do not share your personally identifiable information with 3<sup>rd</sup> parties.

**LIMITATION OF LIABILITY:** By participating in the Contest, including accepting a Prize, entrant agrees not to institute any claim against Facebook and Sponsor and its parent company, affiliates, subsidiaries and their respective officers, directors, employees, agents, and representatives (collectively, the “Released Parties”) from and against any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, the awarding (including the determination of authorized account holders), acceptance, receipt, possession, use and/or misuse of any Prize awarded herein. Upon delivery of a Prize to a winner, Sponsor will be deemed to have awarded the Prize to such winner with winner assuming full responsibility for the Prize.

Entrant shall indemnify the Released Parties for any claim brought by a third party with respect to entrant’s participation in the Contest. Released Parties are not responsible for any technical, hardware, software, telephone or other communication malfunctions, errors or failures of any kind, lost or unavailable network connections, Facebook, website, internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete garbled, jumbled or delayed computer transmissions which may limit one’s ability to enter the Contest, including any injury or damage to your or any other person’s computer relating or resulting from participating in the Contest or downloading any materials in these Contest. Under no circumstances will entrants be permitted to obtain awards for any action or claim related to the Contest, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys’ fees, in relation thereto and entrant further waives all rights to have damages multiplied or increased.

**MISCELLANEOUS CONDITIONS:** If the Contest cannot be conducted as planned, for any reason, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select winners from among the eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of this Contest, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with the substantive laws of the State of Wisconsin, without

regard to its conflict of laws and rules. Any action relating to this Contest shall be initiated only in the state and federal courts located in Milwaukee, Wisconsin (USA).