

# ROCKY ROCOCO RESTAURANTS

## SPOOKTACULAR HALLOWEEN PARTY GIVEAWAY

### Official Rules 2023

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

Participation in the Sweepstakes 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 Sweepstakes is Rocky Rococo Restaurants, 105 E. Wisconsin Ave, Suite 101, Oconomowoc, WI 53066. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Meta Platforms, Inc.

**WHO MAY ENTER:** You may enter the Sweepstakes 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 sweepstakes, and the immediate family members and/or those living in the same household of all the above are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

#### **ENTRY PERIOD:**

The entry period begins on September 15, 2023 at 12:01 am and ends on October 15, 2023 at 11:59 pm.

**HOW TO ENTER:** To enter the Sweepstakes entrants must do the following:

- 1) Follow us on the platform where you are posting your photo: Facebook.com/rockyroco, Twitter.com/rockyroco, or Instagram.com/rockyrocopizza
2. Upload a photo of your Rocky Rococo Pumpkin-Shaped Pizza with hashtag #goblinZArococo on Facebook, Twitter or Instagram.
3. Be sure to tag us @rockyroco (Facebook & Twitter) and @rockyrocopizza (Instagram).

All entries must comply with these Official Rules and meet the submission guidelines ("Submission Guidelines") detailed below to be eligible. Proof of submission of entry does not constitute proof of delivery or entry during the Promotion Period. All entries must be received during the Promotion Period to be eligible.

By entering the Sweepstakes, each entrant consents to Sponsor's use of their name, likeness, address, voice and statements made by or attributed to them in perpetuity in any and all worldwide media now known or hereafter developed (including, without limitation, print, broadcast, and internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law.

Sponsor 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 Instagram, 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 Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes.

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

**WINNER SELECTION:**

There will be 3 winners' total. Winners will be selected in a random drawing on October 16, 2023. Winners will be notified by email on or before midnight of October 17, 2023. Decisions of Sponsor are final.

Entries will be selected at random for each drawing. There is no limit to the number of entries per participant during the entry period. Decisions of Sponsor are final.

**PRIZES:**

One (1) grand prize winner will receive: **Halloween Pizza Party including \$150** food credit for a single order and free delivery within an 8-mile radius of Rocky Rococo location. Prize is valid Monday – Sunday from 11 A.M –7 P.M. Unused credit is not eligible for cash payment. Eligible food items include pizzas, slices, breadsticks, pastas, salads, cookies and drinks. Any charges beyond the \$150 value will be the responsibility of the winner. Prize must be used before December 31, 2023.

One (1) second place winner will receive: One (1) \$50 food credit to Rocky Rococo Restaurants. A coupon code will be emailed mailed to the winner.

One (1) third place winner will receive a Free Rocky Rococo Pumpkin Shaped pizza. A coupon code will be emailed to the winner.

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 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 three (3) 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 Sweepstakes Entry period has ended, send a stamped, self-addressed envelope by 10/20/23 to: ROCKY ROCOCO #goblinZARococo Giveaway WINNERS LIST, 105 E WISCONSIN AVE, OCONOMOWOC, WI 53066.

**PRIVACY POLICY:** For the full privacy policy of Rocky Rococo please go to <https://rockyrococo.com/privacy>

**LIMITATION OF LIABILITY:** By participating in the Sweepstakes, including accepting a Prize, entrant agrees not to institute any claim against 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 Sweepstakes. 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, Instagram, 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 Sweepstakes, including any injury or damage to your or any other person's computer relating or resulting from participating in the Sweepstakes or downloading any materials in these Sweepstakes. Under no circumstances will entrants be permitted to obtain awards for any action or claim related to the Sweepstakes, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, in relation there to and entrant further waives all rights to have damages multiplied or increased.

**MISCELLANEOUS CONDITIONS:** If the Sweepstakes 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 Sweepstakes and select winners from among the eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of this Sweepstakes, 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 Sweepstakes, 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 Sweepstakes shall be initiated only in the state and federal courts located in Milwaukee, Wisconsin (USA).