

51st ANNIVERSARY INSTANT WIN GIVE-AWAY Official Rules 2025

No purchase is necessary to win. Void where prohibited by law.

Agreement to Official Rules: Participation in the Instant Win Give-away 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.

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.

Promotion Period: The Entry Period begins at 1:00 a.m. CST on April 1, 2025 and ends at 11:59 p.m. CST on April 30, 2025.

How to Enter: You must be registered for a Rococo Rewards Account ("Account") to participate in the Instant Win give-away and redeem a prize. Account registration is free. You can register for a Rococo Rewards account at <u>https://rockyrococo.com/rewards</u> or by downloading the Rocky Rococo mobile app, which is available on Android and Apple devices, and signing up for Rococo Rewards.

To participate:

- During the Promotion Period, make a purchase while logged into your Rococo Rewards account. You can sign into your Account on the mobile app or online ordering platform or by providing your phone number, email, or card number to the cashier while visiting a Rocky Rococo location. After your purchase, you will receive an email with a notification of your instant win.
 - Possible prizes include: \$1 off any purchase, \$3 off any purchase, a free cookie, a free breadstick, a free super slice, or a free large Create Your Own cheese

pizza.

• Your prize will be automatically added to your Rococo Rewards wallet for future use. All prizes expire if not used in 30 days.

No Purchase Necessary:

For a free instant win prize, you must be registered for a Rococo Rewards account. For a free instant win, send a self-addressed, stamped envelope to: Rocky Rococo Instant Win Game Free Prize Request, Rococo Franchise Corporation, 105 East Wisconsin Ave, Suite 101, Oconomowoc, WI 53066. Requests must be postmarked between April 1 and April 30, 2025. Request must include your name, and the email address and phone number associated with your Rococo Rewards account. A free instant win prize will be added to your Rococo Rewards wallet. Limit one (1) per outer stamped envelope. No mechanical reproductions or facsimiles of requests will be honored. Neither the Sponsor nor any of its agencies are responsible for lost, late, misdirected, illegible, incomplete, damaged, delayed, posted due or mutilated mail.

Limit: Regardless of method of entry, each person is limited to 1 Instant Win prize per day during the Promotional Period.

Restrictions: Entrants are not permitted to share the same email address or Account. Any attempt by any entrant to obtain or use more than the permitted number of entries by using multiple/different email addresses, identities, Accounts, devices, registration or logins, or any other methods will void the entrants entries and the entrant may be disqualified. Any use of any type of robotic, repetitive, automatic, programmed or similar entry method or agents (including, but not limited to sweepstakes entry services) will void all entries by that entrant and entrant may be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the Account used to participate will be deemed the entrant. The "authorized account holder" is the natural person assigned an email address by the Internet access provider, online service provider, or any other organization responsible for assigning email addresses for the domain associated with the submitted address.

Prizes:

APPROXIMATELY 5000-10000 INSTANT WIN PRIZES:

The number of instant win prizes awarded will depend on the number of entrants who visit during the promotional period:

- **30% of prizes: "\$1 off any purchase" Reward**. Total estimate value is \$1 (the "Maximum value")
- **30% of prizes: "Free cookie" Reward**. Total estimate value is \$.79 (the "Maximum value")
- **15% of prizes: "\$3 off any purchase" Reward**. Total estimate value is \$3 (the "Maximum value")

- 15% of prizes: "Free breadstick" Reward. Total estimate value is \$3.99 (the "Maximum value")
- **9% of prizes: "Free Super Slice" Reward**. Total estimate value is \$6.29 (the "Maximum value")
- **1% of prizes: "Free large Create Your Own cheese pizza" Reward**. Total estimate value is \$19.99 (the "Maximum value").

All prize rewards will be automatically added to the Rococo Rewards wallet of the winner. Each prize will expire after 30 days.

For All Prizes: No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize for one of equal or greater value.

Publicity:

Except where prohibited, participation in the Instant Win Game constitutes entrant's consent for Sponsor and its designees to use entrant's name, prize information, likeness, city and state of residence, video, voice, any comments or other feedback related to prize or Instant Win Game experience for promotional purposes in any media without further consideration.

General Conditions:

In the event that the operation, security, or administration of the Instant Win Game is impaired in any way for any reason, including, but, not limited to, fraud, outbreak of widespread illness, pandemic, civil unrest, or other similar occurrence, technical failures, regularly-scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Instant Win Game to address the impairment, then resume the Instant Win Game in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Instant Win Game and award the prizes in a random drawing from among all eligible entries received up to the time of impairment. The Sponsor reserves the right in its sole discretion to disgualify any individual it finds to be tampering with the entry process or the operation of the Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine or damage the legitimate operation of the Instant Win Game may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Release and Limitations of Liability:

Except where prohibited, by participating in the Instant Win Game, entrants agree to release and hold harmless Rococo Franchise Corporation, Rocky Rococo Corporation, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Instant Win Game or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Instant Win Game; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors or human error; (d) errors in the administration of the Instant Win Game or the processing of registrations and game plays; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Instant Win Game or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Instant Win Game and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Instant Win Game play, if it is possible. If the Instant Win Game, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Disputes:

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Instant Win Game or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, the Instant Win Game shall be (a) instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin, in each case located in the County of Milwaukee, Wisconsin; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Instant Win Game, but in no event attorneys' fees. 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 Instant Win Game, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

Entrant's Personal Information:

Information collected from entrants is subject to the Sponsor's Privacy Policy (https://rockyrococo.com/privacy-policy/)