

**ROCKY'S ACE HARDWARE 2019 GRILLING SWEEPSTAKES
OFFICIAL RULES
ROCKY'S ACE HARDWARE**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **PROGRAM DESCRIPTION:** The Rocky's Ace Hardware 2019 Grilling Sweepstakes (the "Sweepstakes"), sponsored by Rocky's Ace Hardware ("Sponsor") provides Facebook fans of Rocky's Ace Hardware who like the Rocky's Ace Hardware Facebook page, like and share the Sweepstakes post an opportunity to win a prize package, subject to the terms of these Official Rules.
2. **ELIGIBILITY:** The Sweepstakes is open to any individual who is: (a) 18 years of age or older at the date of entry; and (b) a legal resident of (and residing at the time of entry in) one of the 50 United States or the District of Columbia. Employees, officers, directors and agents of Sponsor and other companies associated with the promotion and operation of the Sweepstakes, (collectively, the "Sweepstakes Parties") as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible to enter or win. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited by law.
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sweepstakes Parties and judges, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any entrant may be disqualified at Sponsor's sole discretion if he/she fails to comply with any of the terms of these Official Rules.
4. **HOW TO ENTER:**
 - a. **Social Entries:** This sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.
 - i. One entry will include the steps below:
 1. Like the Rocky's Ace Hardware's Facebook page (@RockysAceHardware)
 2. Like the Sweepstakes Post pinned to the top of the Rocky's Ace Hardware Facebook page.
 3. Share the Sweepstakes Post pinned to the top of the Rocky's Ace Hardware page.
 - ii. Additional entries will include the steps below:
 1. One additional entry for each friend tagged in the comments of the Sweepstakes Post pinned to the top of the Rocky's Ace Hardware Facebook page.
 2. One additional entry for a photo of your favorite grilled posted on Facebook with @RockysAceHardware tagged in the post.
 - b. **Email Entries:** To enter the sweepstakes by email, entrants must send an email to rockysacesocial@gmail.com and include their name, address, email address, phone number and DOB in the email.
 - c. Rocky's Ace Hardware 2019 Grilling Sweepstakes begins on Rocky's Ace Hardware's Facebook page on June 3, 2019 at 12:00pm Eastern Standard Time ("EST") and ends on June 30, 2019 at 11:59pm EST.
 - d. Entries submitted after the close of the Submission Period will not be eligible for prizes. Entry locations are not restricted to work or living locations. If Entrant

uses fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Sponsor. By entering the Sweepstakes, entrants are also agreeing to the rockys.com Terms of Use and these Official Rules. Notwithstanding anything to the contrary in the Privacy Policy, entrants authorize the Sweepstakes Parties to use any personal information provided to Sponsor solely in connection with the Sweepstakes, including without limitation for prize fulfillment or to enforce these Official Rules. Rocky's Ace Hardware is not responsible for entries not received due to difficulty accessing the Internet, the Rocky's Ace Hardware Facebook page, the sweepstakes post or Entries that are lost, late, incomplete, misdirected or altered for any reason, including hardware, software, browser or network failure, malfunction, congestion, or incompatibility.

5. **DRAWING/ODDS:** On or about July 1, 2019, potential prize winners will be selected in a random drawing from all eligible entries received by the Sponsor Representative. Odds of winning depend on the number of eligible entries received for the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes.
6. **PRIZE:** Two Prize Packages of a \$250 Gift Certificate to a Rocky's Ace Hardware store will be made available to two Prize Winners. The approximate retail value ("ARV") of the Prize Package is \$250.00. Total ARV of all prizes is \$500.00. Please see Section 7 below for additional details. The prize winners will be notified by Facebook message or email and may be required, at Sponsor's sole discretion, to complete, sign and return an Affidavit of Eligibility, Liability Release, and, where lawful, a Publicity Release which will include, among other things, (a) representations regarding entrant's eligibility to participate in the Sweepstakes and the Entry's compliance with the requirements of these Official Rules, (b) a release of the Released Parties (as defined below) from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Sweepstakes and for any claim based on publicity rights, defamation, invasion or privacy, copyright infringement, trademark infringement or any other personal or property rights of any party or any other intellectual property related cause of action and, or the use/misuse or acceptance of any Prize to be eligible for the Prize, and (c) permission of the Sweepstakes Parties to use your name, likeness, image and other attributes for promotional purposes as described in Section 11, to the extent permitted by law.
7. **ADDITIONAL PRIZE DETAILS:** Any prize details not specified above will be determined by the Sponsor in its sole discretion. Prize is to be picked up at a Rocky's Ace Hardware location of the Prize Winner's choosing or shipped to the Prize Winner's mailing address. Prizes are not transferable or refundable and must be accepted as awarded. No other substitutions may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Prize cannot be used towards prior purchases and prize can be redeemed at any Rocky's Ace Hardware location. Winners are solely responsible for all applicable federal, state, and local taxes and for any expenses, costs or fees associated with acceptance and/or use of prizes not specified herein as being included. Selection as a winner neither obligates Sponsor nor guarantees that Sponsor will televise, broadcast, post online, or in any other manner use said winning Entry, in whole or in part, or any excerpt or portion thereof, as submitted or as modified, edited, produced or re-filmed by Sponsor. Further, Sponsor reserve the right not to award any prizes, or to award fewer than the stated number of Prizes, if in their sole and absolute discretion

they do not receive a sufficient number of eligible or qualified Entries for the Sweepstakes. Limit one (1) prize per Entrant. Winners are not eligible to win another Sweepstakes from Sponsor for 6 months after win.

8. **GENERAL CONDITIONS:** In the event that any entrant is age 18 or older (as is required for entry) but has not yet reached the age of majority in his/her state of residence, such entrant's parent or legal guardian agrees to all conditions of these Official Rules on behalf of such entrant, and further agrees to co-sign any required documents if such entrant is chosen as a potential winner. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; (b) award prizes according to the Judging Criteria from among the eligible Entries received up to the time of the impairment; or (c) to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes 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.
9. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sweepstakes Parties, their parent and related companies, other companies associated with the promotion and operation of the Sweepstakes, and the respective officers, directors, employees, and agents of each (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Sweepstakes; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of Entries; 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 Sweepstakes or receipt of any prize. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Without limiting the foregoing, the Sweepstakes, all prizes, and all materials provided on or through any Sweepstakes website are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
10. **INDEMNITY:** You agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your Entries, or your conduct in creating a Entry or otherwise in connection with this Sweepstakes, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.

11. **PUBLICITY:** By submitting an Entry, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name and entry for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name or entry.
12. **PRIVACY:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and the Sponsor's Privacy Policy (as may be amended from time to time) currently located at <https://rockys.com/information/privacy-policy/> (as may be amended from time to time); provided, that in the event of any conflict between these Official Rules and any such Privacy Policy, the terms and conditions of these Official Rules shall prevail. By entering this Sweepstakes, you agree that the Sweepstakes Parties may share your personal information with the Sweepstakes Parties for the purpose of winner verification and prize fulfillment in the event that you are chosen as a potential winner.

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