

# Palermo Villa, Inc. | 55<sup>th</sup> Anniversary Contest Sweepstakes Palermo's Sweepstakes – Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

Palermo Villa, Inc. ("Palermo Villa") Palermo's Sweepstakes (the "Sweepstakes") starts on Monday, June 3, 2019 at 8:00 A.M. Central Standard Time (CST) and ends on Saturday, July 27, 2019 at 11:59 P.M. Central Standard Time (CST) (the "Entry Period"). The sponsor of the Sweepstakes is Palermo Villa, 3301 W Canal Street, Milwaukee, WI 53208 (the "Sponsor"). The Sweepstakes shall be subject to these Official Rules and, by entering, all participants agree to be bound by the terms and conditions herein. Certain restrictions apply.

## **ELIGIBILITY**

The Sweepstakes is open only to legal residents of the United States of America who are eighteen (18) years of age or older at the time of entry. Employees, officers, directors, prize providers, agents and managers (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether related or unrelated) of Sponsor and its respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate or win a Prize (as defined below). VOID WHERE PROHIBITED.

#### **HOW TO ENTER**

To enter, visit <u>palermovillainc.com/PizzaLove/Enter</u> and complete the entry form. Submission of the entry form will require your acceptance of these Official Rules and any applicable terms and conditions. The entry form will also require you to provide your first and last name, e-mail address, address, and telephone number which information will only be used for the purpose of ensuring compliance with these rules and to contact you in the event you are selected as a Winner (defined below).

ALL ONLINE ENTRIES MUST BE RECEIVED BY 11:59:59 PM (CST) ON JULY 27, 2019. ONLY ONE (1) ONLINE ENTRY PER PERSON, HOUSEHOLD AND/OR PER E-MAIL ADDRESS WILL BE ACCEPTED.

Internet entry must be made by the entrant only at the Entry Site. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for the Sweepstakes. The use of any device to automate the entry process is prohibited.

The Sponsor, prize suppliers and any and all Internet server(s) and access provider(s) and prize providers (collectively, "Promotion Entities"), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for: any incorrect or inaccurate entry information; human errors; lost, misdirected or destroyed mail entries; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including, without limitation, any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes; inability to access the Entry Site or any web pages thereof; theft, tampering, destruction, or unauthorized access to or alteration of entries; data that is processed late or incorrectly, or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site (including the Entry Site) or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Proof of entering information at Entry Site is not considered proof of delivery or receipt. Illegible, incomplete, and duplicate entries will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive entries or acts shall render entrants ineligible. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules. The Sweepstakes shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any entry information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by entrants at the time of the entry with these Official Rules.

## WINNER SELECTION

Sponsor will randomly select one (1) Grand Prize Winner and twelve-thousand (12,000) Secondary Winners from all valid entries on or around July 27, 2019 (each a "Winner" and collectively the "Winners"). Sponsor's decisions are completely within its discretion and final in all matters relating to this Sweepstakes. Subject to verification of eligibility and compliance with the terms of these Official Rules, the selected participants will be declared the official Winners of the Sweepstakes. The Winners will be notified at the e-mail address, postal address and/or telephone number (in the sole discretion of Sponsor) provided at the time of entry (the "Prize Notification"). In the event that any Winner does not respond to any such Prize Notification within three (3) days of the date of issuance or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Winner may be randomly selected from among all remaining eligible entries. Each Winner may be required to submit his/her valid social security number and/or other identification to Sponsor and may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within five (5) days of the date of issuance. The Winners may also be required to complete applicable tax forms or an affidavit of eligibility in Sponsor's discretion. Failure to return or submit all required forms to Sponsor within the

specified time period, noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate entrant to be randomly selected from among all remaining eligible entries. Odds of winning are dependent on the total number of eligible entries received for the Sweepstakes. There is no limit to number of prizes per person, family or household.

Each Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use including, but not limited to, gasoline, repairs, maintenance, licensing, mailing costs, gratuities and other expenses incurred by accepting a Prize are the sole responsibility of each individual Winner. The Prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute any Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. The Sponsor makes no warranties, express or implied, in fact or in law, relative to the use or enjoyment of the Prize, including, without limitation, their quality or fitness for a particular purpose. Any and all warranties for the Prize or any portion thereof, are contained in the manufacturers' or service providers' warranties, as relevant. Only product providers' claims or warranties will apply with regard to the Prize, and the Winner shall look solely to the product providers for such warranties.

#### **PRIZE DETAILS**

### One (1) Grand Prize will be awarded at Sponsor's sole discretion as follows:

- One (1) Rosso Passione Vespa Primavera 50CC
- One (1) Rosso Passione Vespa Helmet

### Twelve Thousand (12,000) Prizes will be awarded at Sponsor's sole discretion as follows:

- Palermo's Branded Phone Loop
- Urban Pie Pizza Co. Branded Phone Loop
- Screamin' Sicilian Pizza Co. Branded Key Chain/Bottle Opener
- Connie's Pizza Branded Phone Loop

## WAIVER OF LIABILITY/PUBLICITY RELEASE

By participating in the Sweepstakes and submitting an entry, each entrant agrees to (a) be bound by these Official Rules, including all entry requirements; and (b) waive any and all claims against Sponsor and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize (or any portion thereof) or any travel or activity related to the receipt or use of any Prize (or any portion thereof). By entering this Sweepstakes, each entrant gives his/her express permission to be contacted by Sponsor or agency by telephone, e-mail and/or postal mail for Sweepstakes purposes. The Winner, by acceptance of the

Prize, grants to Sponsor and each of its respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

### **GENERAL CONDITIONS**

Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, e-mail or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes-related materials, or the cancellation or postponement of any Sponsor contests, events or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor, or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by Sponsor, and/or their respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof); and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes (or any portion thereof), or disqualify any entrant implicated, should virus, bugs, tampering, unauthorized human intervention, actions by entrants, fraud, technical failures or other causes, in the Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event of cancellation, Sponsor may elect to identify the Winners and award the Prizes by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted to the Entry Site. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR AND/OR ITS RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any Winner based on an e-mail address, the winning entry will be declared made by the Authorized Account Holder (defined below) of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

As a condition of entering this Sweepstakes, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Sweepstakes, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Milwaukee, Wisconsin before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (ii) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin, U.S.A., applicable to contracts entered into and performed exclusively in that State.

## **WINNER INFORMATION**

For the Winners' names, mail a request and a self-addressed, stamped envelope to be received by October 1, 2019, to: Name Sweepstakes Winner's List c/o Palermo Villa, Inc., 3301 W Canal Street, Milwaukee, WI 53208.