



Presented By:



THE ROOKWOOD POTTERY COMPANY SUPER FIONA SWEEPSTAKES OFFICIAL RULES

- NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER.
- PURCHASE DOES NOT INCREASE CHANCES OF WINNING.
- ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES.
- MUST BE 18 AND A LEGAL RESIDENT OF A UNITED STATES STATE OR TERRITORY TO ENTER.
- VOID WHERE PROHIBITED.
- THE ABILITY TO TRAVEL IS REQUIRED TO ACCEPT PRIZE. TRAVEL DATES ARE LIMITED. WINNER MAY BE LIABLE FOR ADDITIONAL TRAVEL RELATED EXPENSES AND TAXES.

Important: Please read these *Official Rules* (“**Rules**”) before entering this Super Fiona Sweepstakes. By participating in this Sweepstakes, you agree to be bound by these Rules.

1. SPONSOR

This **SUPER FIONA SWEEPSTAKES** (the “**Sweepstakes**”) is sponsored and held by **The Rookwood Pottery Co.** (“**Rookwood**” or “**Sponsor**”), having its principal offices at 1920 Race Street Cincinnati, OH 45202.

2. ELIGIBILITY:

The Sweepstakes are open only to (i) individual persons (“**Participants**”) who are legal residents in the USA except where otherwise prohibited. and are physically located and reside in a jurisdiction in the USA in which this type of Sweepstakes is permitted, and (ii) who have reached the age 18, or older if the age of majority in their jurisdiction of residence at the time of entry is above 18. Employees of Sponsor, and its parent, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, directors, officers, and each of their immediate family members and/or those living in the same household of each are not eligible to enter the Sweepstakes or win. This Sweepstakes is void where prohibited by law. To accept and receive the Prize, the winner of the applicable prize must be available for travel as described in the prize description below. If the potential winner cannot travel during these during the applicable travel dates, the winner may be disqualified at Sweepstake Sponsor’s sole discretion.

3. ENTRY PERIOD:

The Entry Period Sweepstakes begins at 12:00 p.m. (EST) on February 1, 2018 and ends on February 25 at 11:59 p.m. (EST). You may enter Sweepstakes at any time throughout the entire Entry Period. For the purpose of this Sweepstakes, an Entry is “**Valid**” if it complies with, and you are in compliance with, all of the terms and conditions herein, all of which are deemed material.

4. SWEEPSTAKES DESCRIPTION AND HOW TO ENTER:

- a) The Sweepstakes entry form is available at <http://rookwoodandfiona.com/> (the (“**Sweepstakes Home Page**” or “**Sweepstakes Website**”) and other pages within the <http://Rookwood.com>

domain linked from the Sweepstakes home page or anywhere else from Rookwood's website, or from any another place at Rookwood's direction, such as printed material, email or a third party website (all applicable Sweepstakes web pages are referred to as the "**Sweepstakes Website**"). Throughout the Entry Period, a Participant may enter the Sweepstakes by filling out and submitting an entry on the Sweepstakes Home Page on the form provided thereon. To enter, a Participant must correctly fill out the requested personal information, namely first and last legal name and email address, check a box to accept and agree to the Sweepstakes official rules and click a "Enter" button (or similar button). The Participant's personal information will be subject to the Rookwood privacy policy described in the official rules. By entering the Sweepstakes, Participant agrees to the privacy policy and to these Rules. Data charges may apply to website use. Only one entry per person per email address.

- b) The Prize winner will be selected by random drawing at the direction of the Sponsor. A Participant with a valid entry submitted during the Entry Period that is the first to be randomly drawn will be a winner. If the Participant wins, they will be notified by email and must respond to accept the prize within 48 hours or other specified time, provide all of the information requested by the Sponsor, and execute any required documents, waivers, and releases requested by Sponsor. If the winner fails to timely respond, accept the prize, and provide all requested information and execute the required documents, waivers, and releases, then at Sponsor's sole discretion, the winner may forfeit the prize or be disqualified. At Sponsor's sole discretion after a winner is disqualified or forfeits a prize, the Sponsor may select an alternate winner via random drawing. Limit one prize per person per household.

- c) The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, or any other social media. By submitting an entry Participant agrees to these Rules, and Participant shall sign a copy of the Sweepstakes Official Rules and other requested releases and waivers as a condition to receiving any prize hereunder. In the event of a dispute relating to ownership of the winning entry, Sponsor may require a potential winner to provide proof of identity and age. Sponsor shall be entitled to use its best judgment, in its sole discretion, to determine the rightful owner of such, and each Participant hereby remises, releases and discharges the Sponsor, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of any such determination of the rightful owner of the identified account or email address. Sponsor may run multiple campaigns, Sweepstakes s, Sweepstakes or other promotions simultaneously and Sponsor is not responsible for Entries incorrectly posted. Each Participant may submit only one (1) Entry per person an per email account. Participant is not required to "like" or follow the Rookwood Facebook page or any other social media account, or to pay any entrance fee in order to participate in the Sweepstakes or to be eligible for the Prize, and any such action or payment will not increase or improve chances of winning.

5. **SPONSOR RESERVES THE RIGHT TO DISQUALIFY FROM THE SWEEPSTAKES ANY ENTRY WHICH DOES NOT COMPLY WITH THESE RULES, IS ILLEGAL, OR FOR ANY OTHER REASON, AS SPONSOR DEEMS FIT, AT SPONSOR'S SOLE AND ABSOLUTE DISCRETION.**

6. **PRIZES:**

There will be two identical prizes. Each Prize will receive a trip for two (2) to Cincinnati, Ohio, consisting of the following (the "VIP Pass"): (i) round-trip airfare for Prize winner and one (1) guest to Cincinnati, Ohio from the major U.S. airport nearest winner's residence or similar airport at Sponsor's discretion; (ii) three (3) days/two (2) night hotel accommodations (1 room, double occupancy) in or near Cincinnati, Ohio; (iii) a VIP meet-and-greet with Fiona and her caretakers., (iv) and a prize pack featuring Cincinnati vendors. Approximate retail value ("ARV") of the Prize is \$1,400 plus airfare, which shall

be limited to an airline credit of \$300 per person or other amount at Sponsor's sole discretion. Odds of winning will depend upon the total number of eligible entries received.

The specifics of all of the VIP Pass prize elements shall be solely determined by the Sponsor. All costs, taxes, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of the Prize winner. All federal, state and local taxes on the Prize are the winners' responsibility. The winners will be issued a 1099 tax form for the actual value of the Prize. Meals not described above, incidentals, tips, telephone calls, internet access, additional travel, including ground travel, luggage or baggage fees, or any other personal expenses incurred during or as a result of the trip are the responsibility of the winner. All other expenses not specifically identified as included in the Prize are the sole responsibility of the winner.

Travel must be round trip. The Sponsor will determine airline, flight itinerary and hotel and accommodations in its sole discretion. If in the judgment of the Sponsor air travel is not required due to Prize winner's proximity to destination, ground transportation will be substituted for roundtrip air travel at the Sponsor's sole and absolute discretion. The difference in value will not be awarded to the Prize winner. No refund or compensation will be made in the event of the cancellation or delay of any flight or if, for any other reason, the Winner is not able to accept the prize or does not travel on the specified dates. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. The Prize winner will not receive difference between actual and ARV. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. The Sponsor reserves the right to substitute or cancel the Prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. All travel must be arranged with the Sponsor a minimum of thirty (30) days in advance and is subject to availability and at the Sponsor's sole discretion. In the event that the Prize winner is unable to fulfill the Prize during time period, the winner forfeits the Prize in its entirety and an alternate winner may be selected or no prize may be awarded for that winner at Sponsor's sole discretion. All travel dates will be determined by the Sponsor, and once made may not be altered except by Sponsor or at Sponsor's sole discretion. Some additional restrictions may apply.

The Prize winner and travel companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Prize winner and travel companion must travel the same itinerary and on the dates and/or times specified by Sponsor or prize will be forfeited in its entirety. Once the travel companion is selected, he/she may not be substituted, except at the Sponsor's sole discretion. The Prize winner and travel companion are solely responsible for obtaining any identification documents necessary for domestic travel. Travel companion of winner must be at least eighteen (18) years of age or older, unless accompanied by their parent or legal guardian, and each must sign a Liability and Publicity Release, as well as any other releases, waivers, or other documents as requested by Sponsor at Sponsor's sole discretion. If the Winner and/or the potential winner's travel companion fail to return such documents within 48 hours of the request or other date and/or time indicated by Sponsor at its sole discretion, then the potential winner and their companion may forfeit the Prize at Sponsor's sole discretion, and Sponsor may, at its sole discretion, award the Prize to an alternate winner.

Prizes cannot be redeemed for cash except at Sponsor's sole discretion. Sponsor reserves the right to substitute the Prize, or portions thereof, with a prize of equal or greater value. The Prizes are non-transferable, with no additional equivalents or substitutions redemptions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Rules, will be determined in Sponsor's sole and absolute discretion. The Prizes are awarded "AS IS" and without warranty of any kind, express or implied, by operation of law or otherwise, and are subject to additional terms, rules, or agreements as applicable to the winner, including without limitation, rules or terms applicable to the applicable airline(s), hotel(s), the Cincinnati Zoo & Botanical Garden, and other applicable travel companies or prize related entities. Sponsor and Released Parties (as defined below) expressly disclaim all implied warranties of performance, quality, merchantability and fitness for a particular purpose. Sponsor reserves the right to substitute each of the Prizes (or any portion thereof) with a prize of comparable or greater value in its sole and absolute discretion.

Without derogating from the generality of the above, any failure by a Winner to claim and collect their Prize (including without limitation the failure of Sponsor to reach any of the Winners in order to coordinate the Prize details, the failure of a Winner to execute any document requested by Sponsor or to otherwise cooperate with Sponsor as required, or for any other reason whatsoever at Sponsor's reasonable discretion), shall not result in any liability to the Sponsor. Under the aforementioned circumstances, Sponsor reserves the right to refuse to provide a Prize to the said respective Winner and either forfeit the respective Prize or continue shuffling the Entries excluding the refused Entry, and grant it to another selected Participant, at Sponsor's sole discretion. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these Rules. By entering, Participant agrees to cooperate reasonably with any such background check. If a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of the Sponsor as determined by Sponsor in its sole discretion, the potential winner may be disqualified and the respective Prize may be awarded to the runner up Participant. No cash or other prize alternative is available, in whole or in part. All prizes are offered subject to availability and the promoter reserves the right to substitute an alternative prize of equal or greater value or cancel the prize in the event of any such issues.

7. **WINNERS NOTIFICATIONS AND PRIZE CLAIMING:**

- a) The potential winners will be required to comply with all further instructions provided by Sponsor within the timeframe specified. Non-compliance within any indicated time period may result in disqualification and an alternate potential winner may be or the respective Prize may be forfeited, at Sponsor's discretion. Sponsor assumes no responsibility for undeliverable notifications for any reason whatsoever and the return of any notification as undeliverable may result in disqualification of the Entry and selection of an alternate potential winner.
- b) Sponsor has complete discretion over interpretation of the Rules and administration of the Sweepstakes. Disqualification of the Winners, if any, is at the complete discretion of the Sponsor, subject to these Rules. The potential winners may be required to submit a notarized affidavit of eligibility / release of liability / prize acceptance agreement (the "**Prize Acceptance Agreement**"), which may be in the form of one or more documents and will include a publicity release, and the winner must sign and return same within the time period specified at notification before being eligible to receive their Prize. If a potential winner fails to timely submit a Prize Acceptance Agreement, their Entry may be disqualified at Sponsor's sole and absolute discretion and an alternate potential winner may be selected.

8. **PRIVACY AND SWEEPSTAKES COMMUNICATIONS:**

- c) Except as specifically stated herein, Participant's participation and the personal information collected from Participant during the Sweepstakes are subject to Sponsor's Privacy Policy as set forth here. By entering this Sweepstakes, Participant understands that Sponsor, each of its third-party vendors and its advertising and/or promotion agencies, may use your personal information (including email address) for administration of the Sweepstakes and the fulfillment of the Prizes. You expressly consent to the use of your information by Sponsor and each of its advertising or promotion agencies for such purposes. In the event that you select the applicable box on the entry form, your personal information will be added to Sponsor's newsletter and/or email mailing list, and you consent to the same.
- d) **ENTRY LICENSE AND PUBLICITY RELEASE.** By participating in the Sweepstakes, you grant each of Rookwood and each of its shareholders, licensees, and contest partners and sponsors, ("**Authorized Parties**") an irrevocable, perpetual, worldwide non-exclusive, royalty-free license to use, including without limitation to display, edit, modify reproduce, distribute, broadcast, publish, perform and create derivative works (as applicable) of (i) Participant's Entry and entry details or any part thereof; and (ii) Participant's name, user name, image, voice and/or any other likeness; (collectively the "**Participant Materials**"), also as it may appear in the Rookwood Created Materials (as defined below), each and all for: (A) promotional purposes, (B) any other purposes related to this Sweepstakes ; on any online channel and on any public relations channels online or otherwise, whether controlled by Rookwood or by third parties (including, without limitation, any social channel) and without the need for any advance approval or consent from you. The foregoing license is only in addition to and shall not derogate from any other license you grant Sponsor with respect to your Entry.
- e) Winners of the Sweepstakes may be filmed, recorded, interviewed and/or photographed by any of the Authorized Parties in connection with the receipt and use of the Prizes ("**Rookwood Created Materials**"). For the avoidance of doubt, all rights, title and interests, including copyrights and other intellectual property rights, throughout the world, in and to the Rookwood Created Materials in all formats, are and shall be exclusively owned by Sponsor. For the avoidance of doubt, none of the Authorized Parties shall be under any obligation to promote or publish your Entry and/or win on any specific online channels or on specific timelines and durations, all of which shall remain at Sponsor's full discretion. Any display or publication of any Entry on an Authorized Party's website or on any other channels and/or any other usage as aforesaid, does not indicate in any way that the Participant will be selected as a Winner or has better chances to be selected as a Winner and Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Participant hereby consents to Sponsor doing or omitting to do any act that would otherwise infringe your moral rights, privacy rights or publicity rights, and you further remise, release and discharge the Authorized Parties, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of Authorized Parties' use of your Participant Materials and/or the Rookwood Created Materials as stipulated herein.
- f) Upon Sponsor's request, each Participant must be prepared to provide (within forty-eight hours of receipt of Sponsor's request) or other time period specified by Sponsor at Sponsor's sole discretion) a signed license agreement authorizing the Authorized Parties to reproduce, distribute, display, and create derivative works of your Participant Materials (or part thereof) in connection with the Sweepstakes as stipulated herein. All license agreements must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such license agreement upon request may result in disqualification at any time during the Sweepstakes and selection of an alternate potential winner in case the refusal is communicated by a Winner.

9. **INTELLECTUAL PROPERTY:**

The Sweepstakes Official Rules, The Rookwood website, the Sweepstakes Website, all related web pages and content created by Sponsor or on behalf of Sponsor, are the property of the Sponsor. The copying or use of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.

10. **RELEASE:**

By participating in the Sweepstakes, Participant agrees to release in perpetuity the Sponsor and each of its parent, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize issuers, advertising and promotion agencies, and each of their directors, officers, employees, agents, successors and assigns, as well as all Sweepstakes Partners (collectively – the “**Released Parties**”), from any claims, demands, liability, costs, losses, damages or injuries of any kind arising out of or related directly or indirectly to your participation in the Sweepstakes, including, without limitation with respect to claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy and any deletion or failure to store any Entries and other communications related to the Sweepstakes. Participant agrees that the Released Parties: (i) have neither made nor will be responsible for any warranty, express or implied, in connection with the Sweepstakes (including Prizes); (ii) will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Sweepstakes Participants, and by any cause whatsoever beyond the control of the Released Parties, and (iii) will not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, for incorrect, inaccurate or incomplete entry information whether caused by a Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions. Participant agrees that Released Parties are not responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with this Sweepstakes , including, without limitation, errors or problems which may occur in connection with the administration of this Sweepstakes, the processing of Entries, activation and operation of the random Shuffle or any errors appearing in any Sweepstakes-related materials including, but not limited, to errors in advertising, the Rules, the selection or announcement of the Winners. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, wireless, Internet Service Provider (ISP) or lines, computer systems, servers, providers, computer equipment, software, malfunctions of wireless devices, wireless service problems, cellular tower equipment, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet or at any website or wireless service congestion, or any combination thereof, including any injury or damage to Participant’s or any other person’s computer related to or resulting from participation or downloading any materials in this Sweepstakes . Participant further understands and agrees that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state, province or territory of the United States that may be applicable are hereby expressly and forever waived. Participant acknowledges that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” Upon Sponsor’s request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor’s request) a signed release or consent form, as

requested by the Sponsor, authorizing Rookwood and its Authorized Parties to use such Entry as stipulated herein. All releases must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Sweepstakes and selection of an alternate potential winner. For the avoidance of doubt, Sponsor's request to receive releases as aforesaid, or its failure to request the same, shall not (i) constitute a waiver of Sponsor's rights or your undertakings under the Rules or (ii) imply a representation or belief that your Entry complies with the Rules or any applicable Laws.

13. **PARTICIPANT'S REPRESENTATIONS, WARRANTIES AND INDEMNITY:**

- a) By submitting an Entry into the Sweepstakes, Participant represents, warrants, undertakes and agrees that: 1) Participant has read, understand and undertake to fully comply with these Rules; 2) Participant has the right and the legal standing to agree to and be bound by these Rules and to register to the Sweepstakes.
- b) Participant agrees to indemnify, hold harmless and fully release the Released Parties from any and all claims, demands, losses, promises, causes of action and/or liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part by Participant's participation in, or preparation for, the Sweepstakes, Sweepstakes -related activity, Participant's Entry, or resulting from the acceptance, possession, quality, use of a Prize (or any portion thereof) including any activity related thereto, or use or misuse of the Photo. Participant also agrees to indemnify and hold the Released Parties harmless from and against any third-party claim, to the extent relating to any breach of any representation, warranty or covenant made by you in your acceptance of these Rules. Participant is solely responsible for Participant's Entry and the consequences of Sponsor using or publishing such Entry as stipulated herein. The Entry was taken or created by Participant and Participant owns all rights and title, to comply with the Rules and enable Sponsor, to use it as indicated in these Rules. Participant's Entry does not and will not infringe any rights of privacy, ownership, publicity or other intellectual property or other rights of any person or entity, including, without limitation, by impersonation, the opening of multiple accounts or otherwise. The Entry does not violate the Rules or any applicable federal, state and local laws, rules and regulations, including, without limitation, any relevant Facebook guidelines and rules. Participant undertake to use Photo for the sole purpose of this Sweepstakes and not for any other purpose whatsoever.
- c) Should Participant win a Prize in the Sweepstakes, Participant undertakes to fully cooperate with Sponsor, be available for interviews (if requested by Sponsor), and provide information and access to any and all elements of your Entry which Sponsor may need in connection thereto. Participant undertakes to provide Sponsor with additional details relating to your Entry, as shall be reasonably requested by the Sponsor. Should Participant win any of the Prizes in the Sweepstakes, Participant agrees to be solely responsible for all federal, state and/or local taxes according to the laws and regulations applicable in your place of residence, and for any other fees, costs and other arrangements associated with a Prize which are not explicitly referred to herein. Participant may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, before a Prize will be awarded for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in your name for the actual value of the Prize received.

11. **SUSPENSION / MODIFICATION / TERMINATION:**

- a) If Sponsor is prevented from continuing with the Sweepstakes by any event or cause beyond its control, e.g., events of nature, interference by humans, non-humans or entities unrelated to Sponsor (including but not limited to DDoS attacks, bot/script attacks, or heavy volume use that crashes or severely hinders access to the Sweepstakes, or the Sweepstakes Website,

and/or acts of government (each a “**Force Majeure**” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes.

- b) Additionally, Sponsor shall have the right to suspend, modify or terminate the Sweepstakes as may be reasonably required in order to comply with these Rules and any applicable law.
- c) If the Sweepstakes is terminated, the Sponsor, in its sole and absolute discretion, may conduct an alternative random drawing in order to select winners from all eligible Entries received prior to termination.

12. **TAMPERING:**

Sponsor will disqualify any individual that attempts to tamper with or undermine the legitimate operation of the Sweepstakes and reserves the right to seek damages (including attorneys’ fees) and other remedies from any such individual to the fullest extent permitted by law. 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 participant responsible for the attempt, and Sponsor and/or its 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.

13. **GOVERNING LAW / LIMITATION OF LIABILITY:**

All issues arising out of or relating to the Sweepstakes and these Rules, whether in contract or tort, shall be governed exclusively by, and construed in accordance with, the laws of the state of Ohio without giving effect to any choice of law or conflict of law rules that would cause the application of any other state’s laws. Participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal or state courts located in the Cincinnati, Ohio, area; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys’ fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio. BY ENTERING THE SWEEPSTAKES , PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU

IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

PARTICIPANT UNDERSTANDS AND AGREES THAT PARTICIPATION IN THIS SWEEPSTAKES IS AT PARTICIPANT'S OWN DISCRETION AND RISK. PARTICIPANT UNDERSTANDS THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS SWEEPSTAKES OR THE PRIZE AWARDS. SPONSOR AND ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE SWEEPSTAKES.

14. **MANDATORY ARBITRATION / NO CLASS RELIEF:**

To the fullest extent permissible by law, with the exception of disputes pertaining to Sponsor's intellectual property rights, ANY DISPUTE BETWEEN PARTICIPANT AND SPONSOR RELATING TO THE SWEEPSTAKES SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH BINDING ARBITRATION ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH NO CLASS RELIEF. This clause shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

15. **NAMES OF WINNERS / RULES REQUESTS:**

To receive the name of the Winners as of March 1, 2018, send a stamped self-addressed envelope to: "Sweepstakes Winners List", The Rookwood Pottery Co., 1920 Race Street, Cincinnati, OH 45202, Attention Sarah Ditlinger. Please indicate which Sweepstakes Winner you are requesting (i.e., the name of the Sweepstakes). For a copy of these Rules, send a legal-size, self-addressed, stamped envelope to: The Rookwood Pottery Co., 1920 Race Street, Cincinnati, OH 45202, Attention Sarah Ditlinger. Please indicate which Sweepstakes Winner you are requesting (i.e., the name of the Sweepstakes) prior to the end of the Entry Period). Vermont residents may omit return postage with Rules requests as well as others if applicable by law.

16. **MISCELLANEOUS:**

Participants submitting documents and/or information to receive the respective Prize to the Sponsor shall be responsible for their authenticity and accuracy. At the request of the Sponsor (in particular, in the event of suspicion of violation of the Rules or the law of the Territory) Participant must provide a copy of a passport for identification, age confirmation and the reliability of the information provided with the Entry. In case of failure by the Participant to provide the Sponsor with the copies of the passport (in scanned or another form) within 3 days from the date of the request or revealing the fact of false or incomplete information provided with the Entry or other violation of the Rules or the law of the Territory, the Sponsor has the right to disqualify the Entry, prohibit such Participant from further participation in the Sweepstakes, obtaining of Prizes and the further participation in any way in the Sweepstakes held by the Sponsor. The invalidity of any

provision of these Rules will not affect the validity of any other provision. In the event that any provision of the Rules is determined to be unenforceable, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid provision was not contained here. Sponsor's failure to enforce any term of these Rules will not constitute a waiver. Sponsor's computer will be the official clock of the Sweepstakes. Sponsor's failure to enforce any term of these Rules will not constitute a waiver. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, as well as the Sweepstakes Partners, are not responsible for any typographical or other errors in the administration of the Sweepstakes, including, but not limited to, errors in any printing or posting of these Rules, the selection and announcement of any winner, or the distribution of any prize. Participant agrees to waive any rights to claim ambiguity of these Rules. Headings are solely for convenience and will not be deemed to affect the meaning of this document. By entering the Sweepstakes, Participant accepts and agrees to Rookwood's Privacy Policy, and undertake to comply with any and all applicable federal, state and local laws, rules and regulations. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other social media. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes - related materials, Privacy Policy or Terms and Conditions and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control.

The Sweepstakes Partners are: Cincinnati Zoo & Botanical Garden, 3400 Vine Street, Cincinnati, OH 45220. Rebel Pilgrim, 708 Walnut Street #750, Cincinnati, OH 45202. Hotel Covington, 638 Madison Avenue, Covington, KY 41011. Cincy Shirts, 1435 Main Street, Cincinnati, OH 45202. Busken Bakery, 2675 Madison Road, Cincinnati, OH 45036. Listermann Brewing Company, 1621 Dana Avenue, Cincinnati, OH 45207. Downtown Cincinnati Inc, 35 East Seventh Street, Suite 202, Cincinnati, OH 45202. Any Sweepstakes Partner or third-party trademarks mentioned herein or used in connection with the Sweepstakes are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.