



“Brown & Haley VIP Nutcracker Experience” Official Sweepstakes Rules

1. SWEEPSTAKES VALID:

Online sweepstakes: Friday, October 6th, 2017 at 11:59AM PST- Friday, December 15th, 2017 at 11:59PM PST. First drawing will be held on Monday, October 9th, 2017. Brown & Haley reserves the right to change these dates at any time.

2. HOW TO ENTER:

NO PURCHASE NECESSARY TO ENTER OR WIN THE PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Brown & Haley “VIP Nutcracker Experience” is an online “Enter to Win” sweepstakes. Participants must enter to win an array of prizes by visiting www.rocaholidays.com or through the promotions tab on our Facebook fan page <http://www.facebook.com/almondroca>. Only one online entry per person. Entries must be received no later than 11:59PM PST on Friday, December 15th, 2017. One winner will be randomly selected for each of the prizes from all eligible entries received. Winners will be contacted by Monday, December 18th, 2017. By submitting your information, your name will be automatically entered into a random drawing for the Prizes (defined below) from among all eligible entries received. All entries must be submitted at the Web Site, during the period that the Sweepstakes is being offered, according to all applicable directions as listed on the Web Site, or the entry will be void. Those who do not fill in all the required fields will be disqualified. Entries generated by a script, macro or other automated means will be disqualified. Brown & Haley and sponsors (defined below) are not responsible for lost, late, incomplete, illegible, incomprehensible or misdirected entries, bugs, failures in servers, hardware or software transmission failure or loss or delayed or corrupted data transmissions or any injury or damage to an entrant's or any other person's computer related to or resulting from downloading any portion of this Sweepstakes. All entries will become the property of Brown & Haley and none will be returned. One entry per person/family/household. This Sweepstakes is void where prohibited or restricted by law. The winner will be notified via telephone, mail or e-mail that he/she, subject to verification, is a Prize winner. If a winner cannot be reached after a reasonable effort has been made during two (2) business days from Sponsor's first attempt, or if an entrant is found to be ineligible, an alternate winner may be selected. If any Prize or Prize notification is returned as undeliverable, the winner may be disqualified, and an alternate winner may be selected.

3. SPONSORS:

Brown & Haley, Pacific Northwest Ballet, Oregon Ballet Theater and Fisher Communications.

4. ELIGIBILITY & LIMITATIONS:

The Sweepstakes is open to legal residents of the United States (50 states and District of Columbia, but specifically excluding the territory of Puerto Rico) who are eighteen (18) years old and over as of the date of entry. Employees of Brown & Haley their respective officers, directors, employees, representatives and agencies, the entity or entities supplying the Prize or Prizes for any given Sweepstakes, and each of their respective partners, parent companies, divisions, subsidiaries, affiliates, advertising, and promotion and public relations agencies (collectively, the "Sponsor Affiliates") are not eligible to participate in the Sweepstakes and/or win a Prize. In addition, you are not eligible to participate or win a Prize in this Sweepstakes if you have been involved in the development, production (including Prize suppliers), implementation and distribution of this Sweepstakes or any of the Brown & Haley websites.

- Those entering online may only enter once per person.
- Multiple or mechanically reproduced entries may result in disqualification.
- Sweepstakes entrants are solely responsible for ensuring their compliance with all applicable rules and regulations.

5. PRIZES:

- **Pacific Northwest Ballet VIP Nutcracker Experience**
Online Winner awarded by Dec. 18th, 2017
Family 4 pack of VIP tickets to the Pacific Northwest Ballet's Nutcracker performance, on **Saturday, December 23rd, 2017 @ 2:00pm**, including intermission backstage passes and the Brown & Haley Nutcracker Gift Pack. No transportation is provided, restricted to residents of Washington and Oregon Only VALUE: \$350
- **Oregon Ballet Theatre Ultimate Nutcracker Experience**
Online Winner awarded by Dec. 18th, 2017
Family 4 pack of VIP tickets to the Oregon Ballet Theatre's Nutcracker performance on **Saturday, December 23rd, 2017 @ 2:00pm**, including backstage passes and the Brown & Haley Nutcracker Gift Pack. No transportation is provided, restricted to residents of Washington and Oregon Only. VALUE: \$350
- **Brown & Haley ROCA[®] Nutcracker Gift Basket**
5 Online Winners will be awarded by Dec. 18th, 2017
Brown & Haley ROCA gift sets to include 10oz ROCA[®] Nutcracker Tin, Pacific Northwest Ballet Calendar, signed point shoes & Nutcracker Picture Book. (Basket assortments may vary and items may be changed at the sole discretion of Brown & Haley and the sweepstakes sponsors.) VALUE: \$200
- **ROCA[®] Nutcracker "Gift-A-Day" Giveaway**
One Nutcracker Gift will be awarded each day for 50 days, including Thanksgiving Day, Thursday, November 23rd, 2017. Starting on Oct. 9th, 2017 ending on Dec. 15th, 2017 a 11.3 oz Almond ROCA[®] Christmas Tree tin will be awarded each weekday to Facebook entrants only. No drawings will be held on Saturdays or Sundays. Winners will be contacted within 2 business days of drawing. Business days consist of Monday through Friday. Fifty (50) gifts will be awarded in total.
- **Brown & Haley ROCA[®] Nutcracker Gift Basket - Small**
5 Online Winners will be awarded during the first five weeks of the contest.
Brown & Haley ROCA gift sets to an assortment of ROCA[®] items. (Basket assortments may vary and items may be changed at the sole discretion of Brown & Haley and the sweepstakes sponsors.) VALUE: \$100

THE FOLLOWING GENERAL RULES APPLY TO ALL BROWN & HALEY SWEEPSTAKES:

1. No purchase is necessary to enter. Sweepstakes is subject to federal, state and local laws and is void where prohibited by law.
2. **Additional Eligibility and Limitations.** Participants and winner(s) must be U.S. residents of the Continental United States and eighteen (18) years old and over as of the date of entry. All Sweepstakes winners must disclose his or her legal name, address, telephone number, date of birth and Social Security Number. Any winner found to have supplied false or misleading information may be disqualified from the sweepstakes and therefore forfeit the prize(s). Age restrictions may apply. All entrants to any sweepstakes both imply and agree to participate in the sweepstakes and obey the rules of the sweepstakes.
3. Employees of Brown & Haley and any and all parent, subsidiary, related and affiliated companies, and their respective officers, directors employees and agents and their dependents and immediate families, as well as employees of sweepstakes Sponsors and vendors are not eligible to participate or win.
4. **Release of Liability.** By entering this Sweepstakes, each entrant forever and irrevocably releases and holds harmless the Brown & Haley, their officer, directors, shareholders, employees, agents and sponsors (collectively, the "Released Parties") from and against any liability whatsoever, and waives, any and all causes of action, related to any claims, costs, injuries, losses or damages of any kind arising out of or in connection with this sweepstakes or delivery, mis-delivery, acceptance, possession, or use of misuse of or inability to use prize or participation in this sweepstake or any sweepstake-related activity (including, without limitation, claims, cost, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of public privacy, defamation, or portrayal in a false light, whether intentional or unintentional), weather under theory of contract, tort (including negligence,) warranty or theory.
5. If a Sponsor pulls out of a sweepstakes for reasons beyond Brown & Haley's control, Brown & Haley is not responsible for continuing the sweepstakes and may substitute prizes to fulfill obligations.
6. **Identification of Participants/Use of Likeness.** Participants understand that if they enter any Brown & Haley sweepstakes (mail-in, web site or online) that permission to use their voice, likeness and/or name is granted by

entering to win any sweepstakes. Each winner further grants Brown & Haley and their sponsors and its affiliates full permission and authority to use his or her name, likeness and/or voice in all forms of advertising without further compensation or permission.

7. **Mail/Fax/Text Sweepstakes.** Only one entry per person will be accepted unless otherwise specified in separate sweepstakes rules. Winning entry(s) will be drawn at random from all valid entries received. Brown & Haley is not responsible for late, misdirected, lost or mutilated mail, entry forms or faxes. No liability is assumed for any malfunction of computer equipment, fax machine equipment or fax machine telephone lines. If entry is illegible or does not supply all information deemed necessary to declare a winner, entry will be deemed invalid and another entry will be selected. Standard texting fees will apply to any text sweepstakes entered.
8. **Entry Form Sweepstakes.** Sweepstake's entrants must complete an official entry form and deposit it in the provided entry box. Only one entry per person may be submitted for each sweepstakes. Winning entry(s) will be drawn from all valid entries received. If an entry is deemed illegible or does not supply all the information necessary to declare a winner, the entry will be deemed invalid and another entry will be selected. Entry forms must be mailed to Brown & Haley at PO BOX 1596, Tacoma, WA 98401-1596.
9. **Website Sweepstakes.** To enter a Sweepstakes on a Brown & Haley's website, Sweepstakes entrants must complete all the information deemed necessary to declare a winner. No liability is assumed by Brown & Haley for any malfunction of the internet or individual computer systems. Only one entry per person may be submitted. Winning entries will be randomly selected from all valid entries received. If entry does not supply all the information deemed necessary to declare a winner, entry will be deemed invalid and another entry will be selected. When entering a sweepstakes via an advertiser's web banner or logo hyperlink, Brown & Haley is not responsible for prize fulfillment or any aspect of the sweepstakes.
10. **Determination of Winner(s).** Final determination of all winners will be made solely by Brown & Haley. Any and all decisions made by the Brown & Haley's officers and staff are final. Sweepstakes rules are available by request from Brown & Haley's Marketing Department. Any participant requesting sweepstakes rules must send a self-addressed envelope to "ATTN: Promotions at Brown & Haley to: PO BOX 1596, Tacoma, WA 98401-1596 or go on-line to the Brown & Haley's web site at - www.brown-haley.com.
11. **Transferability/Substitution of Prize.** Prizes may not be traded or transferred. Substitutions of cash or equivalent, unless otherwise specifically stated in the sweepstakes rules are not allowed other than a substitution that may be necessary due to the unavailability of a prize. If concert, other ticketed event, gift certificate or coupon has been awarded as a prize and the concert, event, place of business, or product is postponed, rained out, cancelled or for other reasons beyond our control do not occur/exist, Brown & Haley will not be responsible for replacing the prize. Prizes not redeemed by expiration date are no longer valid and will not be replaced by Brown & Haley.
12. In accepting a prize, the winner accepts to take the prize as outlined in the sweepstakes. Dates for concert, shows, events, flight departure/arrival, weekend stays, etc, cannot be changed by winner. If a changing the dates is an option, all additional expenses, change fees, etc. will be the responsibility of the winner. If winner is not able or chooses not to accept prize "as is", winner forfeits his/her prize. Brown & Haley reserves the right to select another winner. Winner is responsible for all costs associated with travel to any venue or event for which a prize was awarded, unless otherwise specified.
13. If the prize includes a trip, winner agrees to accept all blackout dates, space availability requirements, etc. established by Brown & Haley's prize partner(s), such as hotels, airlines, trains, ships, etc. Winner agrees that acceptance of any trip taken as a prize from Brown & Haley does so entirely upon their own initiative, risk, and responsibility and winner and any travel companions will be required to sign a Travel Release and form.
14. **Requirements for Claiming Prize(s).** Winner is required to complete an IRS Form W-9, Winner Affidavit of Eligibility and Release, and Travel Companion Forms before prize will be awarded. The W-9 and Winner Release will be sent to winner via mail, fax or email. Winner must bring the completed paperwork when claiming prize, or return it by fax/mail before prize will be awarded. Winners must return forms within two weeks of being notified that they have won a prize. Winners can select one of two ways to receive prizes after completed paperwork is received: A) Prize will be mailed via the United States Postal Service. A parent or guardian must sign the release form if the winner is under age 18. Brown & Haley is not responsible for prizes that are lost, stolen, misdirected, or damaged; or B) Prize may be picked up in person during regular business hours (8am to 5pm, Monday - Friday) at Brown & Haley Corporate Office (3500-C 20th St, Fife, WA 98424) by calling (253) 620-3007 to schedule an appointment for pick-up. **An appointment must be made if winner chooses to pick-up prize at Brown & Haley. Prizes will not be available without an appointment.**

15. **Taxes and Expenses.** The winner (or winner's guardian) agrees to pay all expenses, taxes & fees not included in the prize. Brown & Haley will report to the government any winnings totaling over \$600 (in cash or fair market value) during the calendar year. Winners will receive an IRS 1099 Tax form if any winnings are reported. Winners are responsible for payment of all taxes on prize(s).
16. **Amendments to Rules.** Brown & Haley reserves the right to amend the sweepstakes dates and rules at any time. If any portion of the above rules is determined to be unenforceable due to local or state laws, all other portions of these official rules remain in effect.
17. **Legal Limitations.** CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, BROWN & HALEY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE PIERCE COUNTY COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF WASHINGTON SHALL GOVERN THE PROMOTION. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.