

Roth Cheese: Holiday Hero Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. WINNERS WILL BE SELECTED IN RANDOM DRAWINGS. VOID WHERE PROHIBITED BY LAW. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. **SWEEPSTAKES PERIOD:** Roth Cheese: Holiday Hero Sweepstakes (the “Sweepstakes”) begins at 12:00 a.m. Central Time (“CT”) on November 1, 2012 and ends at 11:59 p.m. CT on December 31, 2012 (the “Sweepstakes Period”). Within the Sweepstakes Period, there are eight (8) Weekly Drawings, each with a specified entry cut-off date (each an “Entry Period” as described below) from which random drawings will determine Weekly Prize Winners (number and description of prizes awarded in each Weekly Drawing are described below). In addition, all Weekly Prize Winners will be entered into a random drawing from which one Weekly Prize Winner will be selected to receive the Grand Prize. Limit one entry per person in this Sweepstakes and one Weekly Prize per person. Sponsor’s designated computer is the official time clock for this Sweepstakes.

The Entry Periods and drawings from which the Weekly Prize Winners will be determined are as set forth in the Weekly Drawing chart below. The Entry Period Deadline refers to the time by which online entries must be received or by which AMOE entries (as detailed below) must be postmarked to be eligible for the corresponding Drawing Date. AMOE entries must be received within seven days after the applicable Entry Period Deadline to be eligible for the corresponding Weekly Drawing (otherwise they will be placed in the next Weekly Drawing (provided that there are Weekly Drawings remaining)):

| Entry Period Deadline | Weekly Drawing # & Date | Number of Weekly Prize Winners |
|-------------------------------------|-------------------------------|--------------------------------|
| 11:59 p.m. CT on November 12, 2012. | Drawing #1: November 20, 2012 | 12 |
| 11:59 p.m. CT on November 19, 2012 | Drawing #2: November 27, 2012 | 12 |
| 11:59 p.m. CT on November 26, 2012 | Drawing #3 December 4, 2012 | 12 |
| 11:59 p.m. CT on December 3, 2012 | Drawing #4 December 11, 2012 | 12 |
| 11:59 p.m. CT on December 10, 2012 | Drawing # 5 December 18, 2012 | 13 |

| Entry Period Deadline | Weekly Drawing # & Date | Number of Weekly Prize Winners |
|------------------------------------|------------------------------|--------------------------------|
| 11:59 p.m. CT on December 17, 2012 | Drawing #6 December 25, 2012 | 13 |
| 11:59 p.m. CT on December 24, 2012 | Drawing #7 January 2, 2012 | 13 |
| 11:59 p.m. CT on December 31, 2012 | Drawing #8 January 10, 2013 | 13 |

An entry in the Sweepstakes that is not selected as a tentative Weekly Prize Winner in a Weekly Drawing will be included in each remaining Weekly Drawing.

A Grand Prize random drawing from all of the Weekly Prize Winners will occur on or about January 21, 2013 to determine the Grand Prize Winner in the Sweepstakes who, after applicable verification, will receive the Grand Prize as detailed below.

2. HOW TO ENTER THE SWEEPSTAKES: During the Sweepstakes Period, visit the Sweepstakes application at the Roth Cheese fan page on Facebook at <https://www.facebook.com/RothCheese> (“Site”), “Like” the Roth Cheese Fan Page at the Site, complete the online registration form via the Sweepstakes tab at the Site, and submit a photo and recipe title with short description of a meal prepared using Grand Cru® Gruyere or Gruyere type cheese (each such submission is referred to as a “Submission” and together with any other content or information provided by Entrant in connection with the Sweepstakes, or any AMOE, is referred to as an “Entry”). The individual submitting the Entry is sometimes referred to in the Official Rules as an “Entrant.” The “short description,” which may not exceed 200 words, may include a recipe, but a recipe is not required. Alternate Means of Entry (AMOE). Eligible entrants may alternatively enter by mail without a Submission. To enter by mail, eligible entrants may type or print on a 3” x 5” card the following information: entrant’s name, address, telephone number email address of entrant and the words “Roth Cheese Fan – Grand Cru® Gruyere Cheese” The completed card must be mailed, postage prepaid, to Lindsay, Stone & Briggs, Attn: Roth Cheese Fan, 1 South Pinckney Street, Suite 500, Madison, WI 53703 (the “Sweepstakes Address”). Entries by AMOE must be postmarked during the Sweepstakes Period and received within seven days after the final Entry Period Deadline to be eligible. Entries will be eligible for the Weekly Drawing(s) as described in Section 1 of these Official Rules. Limit one entry per outer envelope or mailer. **LIMIT ONE ENTRY PER PERSON IN THE SWEEPSTAKES REGARDLESS OF MEANS OF ENTRY AND REGARDLESS OF DATE OF ENTRY.**

3. RANDOM DRAWING: All winners will be selected via random drawings conducted by an independent party. Sponsor’s decisions are final on all matters relating to the Sweepstakes. In each Weekly Drawing, the number of Weekly Prize Winners will be selected as indicated in the chart above. Sponsor or its designee will endeavor to notify, via email, those individuals whose entries are selected and will endeavor to post a list of such individuals at the Site. Prizes will be shipped to address provided by individuals during the Entry process. Any prize that is returned as “undeliverable” will be awarded to an alternate.

4. **GRAND PRIZE DRAWING:** The final Grand Prize drawing will be a random drawing conducted the week of January 21, 2013. Only the Weekly Prize Winners will be eligible for entry into the Grand Prize drawing. Subject to verification of compliance with the Official Rules, the Grand Prize drawing will determine the recipient of the Grand Prize (described below).

5. **ELIGIBILITY:** The Sweepstakes is open to individuals who are legal residents of the 50 United States, including the District of Columbia, who are 18 years of age or older as of the date of Entry submission and eligible in accordance with these Official Rules. Void in all other jurisdictions. Employees, contractors, directors and officers, and vendors of Emmi Roth, USA (“Sponsor”), its subsidiary and affiliated entities, advertising, and fulfillment agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, “Sweepstakes Parties”), and the immediate family members of each (spouse, domestic partner, parent, child, sibling, grandparent, and spouse, domestic partner or “step” of each) and those living in the same households of each are not eligible to participate. The Sweepstakes is subject to all federal, state, and local laws and regulations. Void where prohibited or where restricted by law in a manner inconsistent with these Official Rules. By entering the Sweepstakes, each Entrant agrees to have his or her Submission(s) posted online (in Sponsor’s sole discretion). Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Submission that, or Entrant who, does not comply with these Official Rules.

6. **REQUIREMENTS:** In order to have his or her Submission(s) entered into the Sweepstakes, prospective Entrants must comply with registration instructions when submitting each Submission. Each Submission:

- Must be in English;
- If it includes a photograph, such photograph must be under 5 MB and submitted in one of the following formats: .jpg, .jpeg, gif, .tif, .png
- Must be suitable for family audiences;
- without limitation, must not contain any content that:
 - is indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
 - promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - contains profanity or sexual content;
 - promotes alcohol, illegal drugs, tobacco, firearms or weapons;
 - promotes any third party product or service or otherwise contains commercial messages or endorsements regarding third party products or services;
 - is unlawful, in violation of or contrary to the laws or regulations of the United States or any State;
 - has been copied or plagiarized. All entries must be the sole, original work of the designed Entrant;
 - is proprietary to a third party, contains any third party content, or otherwise defames, violates or infringes (or may infringe) any copyright, trademark, mark or other identifier of source, or other proprietary right of any entity or person

- (whether living or deceased) (including but not limited to, rights of privacy or publicity or portrayal in a false light);
- o appears to have results in any injury or bodily harm; and/or
- o is lewd or inappropriate or offensive or not in keeping with Sponsor's image, including acts of violence or acts that are otherwise objectionable to Sponsor.

Any Entry or portion thereof that, in Sponsor's sole and absolute discretion, violates any of the above or other prohibitions and/or representations or warranties of Entrant will not be posted online (or may be removed if previously posted) and will be disqualified from the Sweepstakes. Any Submission not in compliance with the above and that does not meet the Site's requirements may be disqualified. In the event that an Entrant or Submission is edited, removed and/or disqualified, Entrant is not relieved from responsibility for compliance with these Official Rules.

Entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor may, at its election, post Submissions that appear to be compliant with the Official Rules on the Site or elsewhere, with or without attribution. Entrants and winners acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use or not use (or remove) Entries in any way it sees fit without notification or further consent or payment of any kind. By entering, you agree to waive any rights you may have to any Submission submitted, including any and all moral rights that exist in the Submission and any derivative works made therefrom.

7. REPRESENTATIONS REGARDING ENTRIES; GRANT OF RIGHTS. By submitting an Entry in connection with the Sweepstakes, each Entrant represents and warrants to Sponsor that (i) the Submission is the original work of the Entrant and that Entrant has the sole right to submit it to the Sweepstakes; (ii) the Submission does not violate in any way rights of third parties, including but not limited to copyright and other intellectual property, privacy or publicity rights; (iii) the Submission does not violate any applicable laws; (iv) Entrant has obtained all necessary licenses or permissions from all third parties for submission into the Sweepstakes and for use as contemplated in these Official Rules; (v) the posting and/or display of the Submission and any other use contemplated in the Official Rules will not violate rights of any parties or otherwise breach any provision of any applicable law or regulation; (vi) use and posting of the Submission or any part of the Submission in connection with the Sweepstakes or as otherwise permitted by these Official Rules is and will be without any further review, notice, approval, consideration or compensation (except for any awarded prize as contemplated in these Official Rules), regardless of whether the entry is a winning entry; and (viii) the Submission submitted in this Sweepstakes has not been entered in any other promotion.

Each Entrant hereby grants to Sponsor an everlasting, royalty-free, assignable, irrevocable, unrestricted, license to use, utilize, replicate, alter, adapt, modify, publish, broadcast, translate, produce derivative works from, distribute, present, display, sublicense and exercise all copyright and other intellectual property and other rights with respect to each Submission worldwide and/or to include, in part or in whole, any Submission in other works in any media now known or later created, anywhere and forever, without further review, notice, approval, consideration or compensation. Except where legally prohibited, submission of a Submission into this Sweepstakes constitutes Entrant's irrevocable permission for Sponsor to use the Entrant's name

and city and state or province of residence, in whole or in part, in print, electronic media, broadcast media, or any other media or manner, whether now known or later created, in perpetuity, in any way Sponsor deems appropriate in connection with promoting the Sweepstakes and Sponsor's business, products and service or any other purposes without further review, notice, approval, consideration or compensation.

8. **SELECTION OF TENTATIVE WINNERS; NOTIFICATION.** The random drawings conducted as described above will select tentative winners. The tentative winners will be notified via U.S. mail, telephone and/or e-mail on or about the week following the drawing date. Sponsor may, at its election, require an Affidavit of Eligibility and Liability and Publicity Release as a condition to awarding any prize in this Sweepstakes. A notified person, at his or her sole discretion, may disclaim the applicable prize by not claiming such prize or by not completing and returning to Sponsor the Sponsor's Affidavit of Eligibility and Liability and Publicity Release within fourteen (14) days of attempted notification and in such case an alternate tentative prize winner will be selected and this process will be repeated until such time as a tentative Grand Prize or Runner-Up winner completes and returns to Sponsor the Sponsor's Affidavit of Eligibility and Liability and Publicity Release within fourteen (14) days of attempted notification. At such time, subject to verification by the Sweepstakes Sponsor's designated judges, a tentative prize winner will be deemed the winner. Except where prohibited by law, prize winners further grant to the Sponsor and its designees the right to use their names, photographs, voices and likenesses and cities of residence for purposes of advertising or promoting and publicizing the efforts and activities of the Sponsor and the Sweepstakes without further consideration and to release their names to persons requesting the name of the winners of the Sweepstakes. Non-compliance or the return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

9. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):** **Weekly Prizes:** a total of one hundred (100) prizes will be awarded to random entries selected in the Weekly Drawings as detailed above. The Sweepstakes has a total of one hundred (100) Prizes. Each Prize is a Cheese Gift box featuring Wisconsin cheeses (each a "Weekly Prize"). The retail value for the Weekly Prize is \$42.99 (1 gift box at \$42.99 each). Prize will be shipped to the winner within four (4) to six (6) weeks of the conclusion of the Sweepstakes Period. Weekly Prizes are perishable and must be refrigerated upon receipt. No shipped prizes will be replaced. **Grand Prize:** There will be one (1) Grand Prize winner selected from the one hundred (100) weekly winners. The Grand Prize is a dinner party for eight people in your home, with the following: (1) a professional chef to be sent to your principal place of residence in the United States (as listed at the time of entry in the Sweepstakes unless Sponsor, in its sole discretion, agrees to another location) to prepare a dinner party for eight people, including the prize winner (2) the food to prepare the meal (3) any transportation and any lodging needed for the chef to come to the Grand Prize winner's residence. The approximate retail value (ARV) for the Grand Prize is \$4,000. ARV will depend on chef, date of dinner party and location. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. Grand Prize must be used in 2013 and is subject to blackout dates. Sponsor will provide winner with available dates on which the Grand Prize may be used. Sponsor assumes no responsibility for cancelled, delayed, suspended or Grand Prize. No transfer or substitution of prizes permitted except where required by law. If the prizes, or any portion of such prizes, become unavailable, the Sponsor may award a substitute prize of equal or

greater value. Odds of winning depend of the total number of eligible entries received. Sponsor and its agencies assume no responsibility or liability for damages, losses, or injury resulting from acceptance or use of prize or participation in the Sweepstakes. Sponsor reserves the right to request from any Entrant additional documentation it reasonably believes is necessary to validate any Entry or to award any prize. All expenses not specifically mentioned herein are not included and are solely the applicable winner's responsibility. All federal, state, and local taxes and any expenses, costs, or fees associated with the acceptance and/or use of any prize are the sole responsibility of the winner.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Sweepstakes Parties resulting from participation in or attempt to participate in the Sweepstakes or for any lost, late, garbled, misdirected, or postage due entries or mail, or for any problems or technical malfunction or download of any information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Sweepstakes Parties for technical problems or technical malfunction which may affect the operation of the Sweepstakes, including but not limited to any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Site, in whole or in part for any reason; traffic congestions on the Internet or the Site; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes, or loss, misdirection, inaccessibility or unavailability of an account used in connection with the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of Prizes or these Official Rules, or any inaccurate or incorrect data contained on the Site. Use of the Site is at user's own risk. Sponsor and the Sweepstakes Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Sweepstakes Site or Facebook or the download of any information from the Sweepstakes Site. If for any reason this Sweepstakes is not capable of being conducted as contemplated in the Official Rules or otherwise planned due to infection by computer virus, bugs, tampering unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor, in its sole discretion, reserves the right to terminate or modify the Sweepstakes and/or to disqualify any individual who tampers with or attempts to tamper with the Sweepstakes or violates these Official Rules. By participating in the Sweepstakes, the entrant agrees to resolve any dispute individually, without resort to any class action. By accepting a Prize in the Sweepstakes, Winners agree that the Sponsor and Sweepstakes Parties shall not be liable for any loss or injury resulting from participation in the Sweepstakes or acceptance or use of any Prize. Except if Winner is a resident of TN, or where prohibited by law, by accepting prize, Winner grants permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

11. GENERAL: By participating, Entrants agree to these Official Rules and the decisions of Sponsor and the Sweepstakes Judges, as applicable, with respect to the Sweepstakes and the awarding of prizes, which shall be final and binding in all respects. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes process, then Sponsor reserves the right at its sole discretion to cancel or modify the Sweepstakes and determine the applicable Prize winner(s) from a random drawing from eligible entries. If a court of competent jurisdiction deems any provision of these Official Rules invalid or unenforceable, such provisions shall be enforced to the maximum extent permitted and the remaining provisions of the Official Rules shall remain in full force and effect.

12. UNSPORTSMANLIKE CONDUCT: Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes, the Site; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Any attempt to use multiple e-mail or Facebook accounts or other tactics to enter or vote more than the stated limit of this Sweepstakes may result in disqualification and all associated Entries and/or votes will be void.

13. RELEASE: BY PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES, YOU AGREE TO THE FULL EXTENT PERMITTED BY LAW TO RELEASE AND HOLD HARMLESS SPONSOR, SWEEPSTAKES JUDGES, SWEEPSTAKES PARTIES, THEIR RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, RETAILERS, ADVERTISING AND SWEEPSTAKES AGENCIES, AND FACEBOOK AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS, MEMBERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN ANY PART OF THE SWEEPSTAKES (INCLUDING, WITHOUT LIMITATION, PREPARING FOR OR PARTICIPATING IN OR SUBMITTING ANY ENTRY AND/OR FROM ANY SWEEPSTAKES RELATED ACTIVITY) OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE SWEEPSTAKES, AND IN NO EVENT SHALL THE SWEEPSTAKES PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. YOU HEREBY WAIVE ALL RIGHTS AND RELEASE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF

RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE SWEEPSTAKES, THE OPERATION THEREOF, OR ANY SUBMISSION, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE ENTRIES AS CONTEMPLATED HEREIN, OR USE IN COMPOSITE FORM, EITHER INTENTIONALLY OR OTHERWISE. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH ITS CONTENTS.

14. **APPLICABLE LAWS AND JURISDICTION:** Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Wisconsin. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Madison, Wisconsin, USA. Should there be a conflict between the laws of the State of Wisconsin and any other laws, the conflict will be resolved in favor of the laws of the State of Wisconsin. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

15. **WINNERS LIST:** For the name of the winners, available online prior to December 31, 2012, visit <http://www.facebook.com/rothcheese>. To receive a copy by mail, send a self-addressed stamped envelope (except where not required by applicable law) to: Sponsor at the Sweepstakes Address. Limit one request per outer mailer which should be marked "Winners List Request." Requests must be received by March 31, 2013.

16. **PRIVACY:** Sponsor collects and uses Entrants' personal information for the purpose of administering this Sweepstakes. The winner will be listed on the Site and may be listed elsewhere. No marketing communications will be received by Entrants by virtue of entry unless Entrants provide express permission to do so. Please see Sponsor's Privacy Policy here: <http://www.emmirothusa.com/en/meta-nav/disclaimer/>.

17. **SPONSOR:** Sponsor of the Sweepstakes is Emmi Roth, USA, 251 South Main Street, Verona, WI 53593. The administrator of the Sweepstakes is Lindsay, Stone & Briggs located at 1 South Pinckney Street, Suite 500, Madison, WI 53703. (the "Sweepstakes Address").

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and not to Facebook. Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor at the Sweepstakes Address, not Facebook.