

CELEBRATE SUMMER SWEEPSTAKES RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. INTERNET ACCESS AND VALID E-MAIL ADDRESS ARE REQUIRED. VOID WHERE PROHIBITED.

1. **Eligibility:**

- a. The Celebrate Summer Sweepstakes (the "Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of Hériter Gems LLC, V. Mertz, Pitch Pizzeria, Dolce Omaha, Big Canvas Comedy, Proof Omaha and other companies associated with the promotion of the sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotional agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

2. **Sponsors:**

- a. The Sweepstakes is sponsored by six (6) Omaha, Nebraska-based businesses. Each Sponsor is individually providing and awarding a prize or prizes as part of this Sweepstakes. The six (6) Sponsors are:
 - i. Hériter Gems LLC
 - ii. V. Mertz
 - iii. Pitch Pizzeria
 - iv. Dolce Omaha
 - v. Big Canvas Comedy
 - vi. Proof Whiskey Omaha.

3. **Agreement to Official Rules:**

- a. Participation in the Sweepstakes constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor(s), which are final and binding. Winning a prize is contingent upon being compliant with these official rules and fulfilling all other requirements set forth herein.

4. **Sweepstakes Period:**

- a. The Sweepstakes begins on Monday August 3rd, 2020 at 12:01am and ends on Friday August 21st, 2020 at 11:59pm (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes using the method outlined in Section Five (5) (How to Enter) below. Sponsor(s) computer is the official clock for the Sweepstakes.

5. How to Enter:

- a. Entry into the Sweepstakes will only be accepted by a no-cost form submission on Hériter Gems LLC's website (URL: www.heritergems.com/celebratesummer). Limit one (1) entry per person, per email address, per household for the duration of the Sweepstakes Period. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All required information in entry form must be provided. All entries become the property of Sponsor and will not be acknowledged or returned.

6. Prize Drawing:

- a. On or about August 22nd, 2020, the Sponsor(s) will select potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor(s) will attempt to notify the potential winner via telephone or email on or about August 22nd, 2020. If the potential winner cannot be contacted within five (5) Days after the date of the first attempt to contact him/her, the Sponsor(s) may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

7. Winner Notification:

- a. The potential winners will be notified by email or phone, which were provided to the sponsor at the time of entry. Each prize winner will be required to provide a written indication of their intent to claim the applicable prize as well as their name, address, phone number, email within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. A government-issued photo ID will be required for submission verification of the information at the time the potential winner appears to retrieve their prize. If a potential winner cannot be contacted, fails to submit the required information, is under the age of twenty-one (21) at time of entry, or prize is otherwise undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these official rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor(s) will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be available to be collected in person on Saturday August 22nd, 2020 on or around 12:00pm at Pitch Pizzeria West (17808 Burke Street, Omaha, NE 68118). Prizes not collected in person on this date will be fulfilled by mail approximately eight (8) to ten (10) weeks after the conclusion of the Sweepstakes.

8. Prizes:

- a. Winners of the Sweepstakes are eligible to receive only one (1) of the prizes listed below. Winners will be drawn against specific prizes and will only be eligible for the prize they have been drawn for. Winners will not have the option to select among available prizes. Each business listed is the Sponsor for the corresponding prize. The available prizes for the sweepstakes are:
- i. One, Hériter Gems LLC's 14ct sky-blue topaz designer fashion-ring, set in continuum sterling silver, sized to winner's ring-size specifications (fair market value: \$500.00 (USD))
 - ii. One, V. Mertz chef's tasting menu with wine pairings meal for four (4) (fair market value: \$500.00 (USD))
 - iii. One, Pitch Pizzeria wine dinner for four (4) (fair market value: \$500.00 (USD))
 - iv. One, Dolce Omaha chef's tasking menu with wine pairings meal for four (4) (fair market value: \$500.00 (USD))
 - v. One set of, Big Canvas Comedy's season passes for two (2) (fair market value: \$500.00 (USD))
 - vi. One, Proof Whiskey tasting experience for one (1) at Midtown Omaha, Nebraska Store (fair market value: \$99.00 (USD))
 - vii. One, Proof Whisky tasting experience for one (1) at Elkhorn, Nebraska Store (fair market value: \$99.00 (USD))

9. General Conditions:

- a. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor(s) in its sole discretion, the Sponsor(s) may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules, or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor(s) reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by a person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor(s) reserve the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability:

- a. By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor(s), and each of their respective parents, subsidiaries, affiliates, advertising and promotional agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower, or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmission or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing, or typographical errors; (d) any other errors or problems in connection with the Sweepstakes, the announcement of the winner(s), the cancellation or postponement of the event and/or the flyover, if applicable, or in any Sweepstakes-related materials; or (e) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Disputes:

- a. Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Nebraska. All issues and questions concerning the constructions, validity, interpretation and enforceability of these Official Rules, Entrants rights and obligations, or the rights and obligations of the Sponsor(s) in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to any choice of law of conflict law rules, which would cause the application of the laws of any jurisdiction other than the State of Nebraska.

12. Privacy:

- a. Information collected from entrants is subject to the Hériter Gems LLC's privacy Policy (www.heritergems.com/terms-and-conditions)

13. Winner List:

- a. Winner List requests will only be accepted after the promotion end date (listed above). To request the name(s) of the winner(s), send a self-addressed, stamped envelope, and written request to:
 - i. Hériter Gems LLC
Attn. Data Management
1617 Farnam Street, No. 264
Omaha, NE 68101 USA