

**SUMMERFEST 2013 FEST FLAG AND SMILE APP  
"WIN IT WEDNESDAY" PROMOTION OFFICIAL RULES:**

By entering this Contest, Entrants accept and agree to be bound by these Official Rules. Any violation of these rules may result in disqualification. All decisions by Milwaukee World Festival, Inc. ("MWF") regarding this Contest are final and binding in all respects.

1. **CONTEST PERIOD.** Contest begins 12:00 AM CT on April 10, 2013 and ends 11:59 AM CT on June 25, 2013.
2. **ELIGIBILITY.** This contest is only open to those who are legal residents of the 50 United States and District of Columbia and are at least 18 years old as of the date of entry. Full-time benefited employees, officers, and/or directors of Milwaukee World Festival, Inc. ("MWF"), or their Immediate Families, and MWF's consultants, licensees, contractors, and any individual employed to work on the Henry Maier Festival Park grounds during the Festival, and officers, directors and employees of any company providing a Prize, including "Sponsor Entities" and their Immediate Families and any other persons engaged with the production and/or the administration of the Festival and/or Contest (collectively, the "Companies") are not eligible to enter. For the purpose of administering this Contest, "Immediate Family" includes spouses, parents, children and siblings (including stepparents, stepchildren and stepsiblings) of the employee, officer and/or director of MWF or the Sponsor Entities. Participants who win Prizes must present a government issued photo ID and execute an affidavit of eligibility prior to the awarding of any Prize.
3. **HOW TO ENTER.** The Contest will be divided into two phases: (i) To enter the Contest before June 1, eligible Entrants **MUST** submit an image that includes the Summerfest "Fest Flag" through the form at [Summerfest.com/festflag](http://Summerfest.com/festflag), through [Facebook.com/summerfest](https://www.facebook.com/summerfest), or through the Contest microsite; (ii) To enter the Contest on or after June 1, eligible Entrants **MUST** submit an image that either includes the Summerfest "Fest Flag" OR that has been taken using the Summerfest Smile App. Entrants have the option to opt-in for the Summerfest email database at time of entry. Any Submission that does not fully comply with this paragraph, as determined by MWF (in their sole discretion) may be automatically disqualified. Notwithstanding any other provision in these rules, disqualification may occur at any point in the process when lack of compliance with these rules is determined, even after winner(s) is chosen (at which time an alternate winner would be selected). All entrant information, including e-mail addresses, is subject to the MWF Privacy Policy.
4. **WINNER SELECTION AND NOTIFICATION.** Winner(s) will be judged by a selection team composed of Summerfest employees, each Tuesday, beginning on April 16, 2013 and continuing through June 25, 2013 before 11:59 AM. Only photos submitted after the selection of the previous winner will be qualified to win. Winners will be announced each Wednesday before 12:00 PM. Winners will be notified by email before the announcement. The selected photo will be used in conjunction with the announcement of that week's winner on [Summerfest.com](http://Summerfest.com), [Facebook.com/Summerfest](https://www.facebook.com/Summerfest) and [Twitter.com/summerfest](https://twitter.com/summerfest), or any other Summerfest digital properties, with or

without the winner's consent, including MWF sponsor entities and media partners' digital outdoor billboards, websites, print publications, television ads and social media platforms, and any other public advertising platforms.

5. **PRIZES.** Each week one submission will be awarded four (4) Summerfest General Admission tickets. Up to two runners-up will be selected to win two (2) Summerfest General Admission tickets each. Summerfest reserves the right to embellish each week's prize. Any additional prizes will be announced at least 24 hours prior to the selection of the corresponding winner.
6. **PRIZE DELIVERY.** The Prize Winner must meet all requirements for eligibility to participate in the Contest and complete, sign and return an AFFIDAVIT OF ELIGIBILITY AND PUBLICITY RELEASE, and a RELEASE OF LIABILITY and any additional documents requested by MWF prior to receiving the Prize. Failure to do so may result in forfeiture of the Prize, which may not be awarded. MWF is not responsible for lost, late, misdirected, postage due, incorrect, illegible or incomplete Releases or Affidavits; which may result in forfeiture. MWF will not pay any travel costs for the Prize Winner to pick up the Prize. If the Prize Winner is unable to attend Summerfest to accept the Prize, MWF will send the Prize via U.S. Mail, UPS or Fedex Ground.
7. **TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.
8. **NO PRIZE TRANSFER OR SUBSTITUTION.** The Prize is not transferable or redeemable for cash. No substitutions for the Prize.
9. **CONSENT AND RELEASE.** By entering the Contest, each entrant releases and discharges MWF, the Sponsor Entities, and any other party associated with the development or administration of this Contest, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Contest, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by MWF and/or others authorized by MWF; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Contest or any prize; (iii) any potential winner may be required to sign an AFFIDAVIT OF ELIGIBILITY AND PUBLICITY RELEASE (including a social security number and driver's license number), and a RELEASE OF LIABILITY. Documents required herein must be signed and accepted by MWF, before Winner receives the Prize; (iv) submission of a Fest Flag image through the form on [Summerfest.com/festflag](http://Summerfest.com/festflag), through [Facebook.com/summerfest](https://www.facebook.com/summerfest), or through the Contest microsite constitutes the consent to use, with or without modification, that image, by all persons appearing in the image, as well as the name and likeness of such winner(s) for editorial, advertising and publicity purposes by MWF and or/others authorized by MWF, including its media partners; (v) persons appearing

in images submitted, must be 18 years of age or older or have the consent of their parent or legal guardian.

10. **DISCLAIMERS.** (i) Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at MWF's servers or elsewhere, will not be eligible. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) MWF, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of MWF. (iii) MWF further reserves the right to cancel, terminate or modify the Contest if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) MWF is not responsible for errors in the administration or fulfillment of this Contest, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Promotion based upon such error at its sole discretion without liability. (v) MWF AND THE SPONSOR ENTITIES MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS CONTEST OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, MWF RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
11. **VOID WHERE PROHIBITED BY LAW.** This Contest is void where prohibited by law. If all or any part of this Contest is prohibited or regulated by the laws or regulations of a particular jurisdiction, MWF reserves the right to disqualify Entrants, change, alter or modify eligibility and prize structure (including without limitation the right to limit participation in the Contest) or to suspend or cancel the Contest as may be necessary, in the MWF's sole discretion, to comply with such laws or regulations.
12. **DISPUTE RESOLUTION.** As a condition of participation in this Contest, all Entrants agree that any and all disputes which cannot be resolved between the Entrants and MWF, the Sponsor Entities and/or the Companies, and all causes of action arising out of or connected with this Contest, shall be resolved individually in a state or federal court located in Milwaukee County, Wisconsin, and under the laws of the State of Wisconsin, without giving effect to conflict of laws principles. All Entrants in this Contest consent to the jurisdiction and venue of such state and federal courts and waive any rights they may have to a trial before a jury in connection with any such dispute. All judgments or awards shall be limited to actual out-of-pocket damages

(excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

13. **MWF's RIGHTS.** This Contest is sponsored by Milwaukee World Festival, Inc., 200 N. Harbor Drive, Milwaukee, WI 53202. MWF's decisions on all matters relating to this Contest will be final. MWF reserves the right, in its sole discretion, to alter or amend these Official Rules and its procedures in administering the Contest and to establish additional rules or procedures in the operation of this Contest should MWF, in its sole discretion, so desire.