



Smith & Wollensky

2014 55th Wine Week Drawing Official Rules



NO PURCHASE NECESSARY TO ENTER OR WIN. Void where prohibited. A purchase will not improve chances of winning.

ELIGIBILITY: Drawing is open to individuals legally residing in the 50 United States or the District of Columbia who are at least 21 years of age as of August 20, 2014. Employees of Smith & Wollensky Restaurant Group, Inc., Bunker Hill Capitol, Noble Communications and its agents or affiliates, nor any of the promotion partners, raffle partners, their immediate families and individuals living in the same household, are not eligible to participate. All federal, state and local legislation laws and rules apply. Prizes will be shipped only to US addresses. Void in Puerto Rico and where prohibited or otherwise restricted by law.

TO ENTER: Visit www.smithandwollensky.com between 12:01 a.m. EST, August 20, 2014 and 11:59 p.m. EST September 19, 2014 (the "Promotion Period"). Complete registration entry online or mail in entry on a standard 3 x 5 note card including your name, date of birth, address, phone and email address. Limit one entry per email address, household or person. Failure to comply with this required information will disqualify the entry. Mail entries should be submitted to: Attn: S&W Wine Week Giveaway c/o Noble, 33 W. Monroe, Suite 200, Chicago, IL 60603. All entries must be received by 11:59 p.m. CT on September 19, 2014. Once submitted, all entries become the exclusive property of Sponsor and will not be acknowledged nor will they be returned. Winners will be verified by a Noble representative. All winners and winners guest must sign a publicity release consenting to use of winner's name, likeness, photograph for any purposes in any media, worldwide in perpetuity, without further payment or consideration. Smith & Wollensky will publish a news article on its website in which winner(s) and/or guest may appear.

INDIVIDUAL PRIZE DETAILS: The following prizes will be awarded, one winner each.

- CHALK HILL STEAK & WINE DINNER

Dinner for two (2) at choice of Smith & Wollensky steakhouse locations (excluding NYC). \$300 Gift Card for food and beverage provided by Chalk Hill/Foley Family Wines. ARV \$300 total, does not cover tax or gratuity.

- LA CREMA STEAK & WINE DINNER

Dinner for two (2) at choice of Smith & Wollensky steakhouse locations (excluding NYC). \$300 Gift Card for food and beverage provided by La Crema/Hartford Family Wines. ARV \$300 total, does not cover tax or gratuity.

- LA COLUMBAIA STEAK & WINE DINNER

Dinner for two (2) at choice of Smith & Wollensky steakhouse locations (excluding NYC). \$300 Gift Card for food and beverage provided by La Columbaia/Opici Wines. ARV \$300 total, does not cover tax or gratuity.

- SMITH & WOLLENSKY PRIME STEAK GIFT PACK

\$250 Prime Steak Online Certificate to use toward purchase of fresh Prime steaks for home delivery. ARV \$250.00.

RANDOM DRAWING AND AWARDING OF PRIZES – Winners will be selected in a random drawing from all eligible entries received on or about September 24, 2014. Decisions on drawings are final. Limit one winner per family, household or email address. Odds of winning will depend on the total number of eligible entries received.

All prize claims are subject to verification by Sponsor. The potential winners must complete, sign and return an Affidavit of Eligibility (which affirms that he/she has complied with these Official Rules) as well as a liability release, and where legal, a publicity release, each of which, if issued, must be completed, signed and returned within ten (10) days from date of issuance or prize will be forfeited. If any prize, prize notification or attempted notification is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner. Except where prohibited by law, acceptance of a prize constitutes each winner's consent to use of his/her name, likeness, biographical information and/or photograph without further compensation for advertising, promotional and publicity purposes by Sponsor. By accepting a prize, winners acknowledge compliance with these Official Rules.

USE OF DATA: Sponsor will be collecting personal data about participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.smithandwollensky.com/privacy. By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

OTHER CONDITIONS: Gift Cards are redeemable toward the purchase of dinner for two (2) at choice of Smith & Wollensky steakhouse locations (excluding NYC), excluding tax and gratuity.

All federal, state and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Promotion or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, (b) the Promotion or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Promotion is otherwise not capable of running as planned by Sponsor. In the event Sponsor takes any of the actions discussed above, Sponsor will provide notice thereof at www.smithandwollensky.com. In the event Sponsor terminates the Promotion prior to the end of the Promotion Period, Sponsor will award prizes in a random drawing from among all eligible, non-winning entries received as of the Promotion termination date.

By entering, participants agree to release and hold harmless Sponsor, Administrator and each of their parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Promotion or acceptance or use of any prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Promotion, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible. By entering, entrants agree to comply with these rules. Any entrant who attempts to tamper with this Promotion in any way shall be disqualified. The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves

the right to disqualify entries made in such fashion. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

Winners are responsible for any applicable fees, federal, state and local taxes, if any, gratuities, and any other unspecified expenses associated with acceptance or use of the Prize. Prizes are provided "as is" and without any warranty of any kind. Prizes are non-transferable. No cash redemption or prize substitution allowed by winner. Sponsor reserves the right to substitute prize of equal or greater value if advertised prize becomes unavailable.

WINNERS LIST: Winners will be posted in a news article at smithandwollensky.com no later than October 3, 2014.

SPONSOR: This drawing is sponsored by Smith & Wollensky Restaurant Group, Inc., 260 Franklin Street, Suite 240 Boston, MA 02110 and administered by NOBLE, 33 West Monroe, Suite 200, Chicago, IL 60603.

None of the wine prize partners are a Sponsor or Administrator of this drawing.

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