

## OFFICIAL RULES AND REGULATIONS OF THE RUBBER DUCK REGATTA

1. NO PURCHASE NECESSARY. The Rubber Duck Regatta ("Regatta") is presented by and for the benefit of the Freestore Foodbank, Inc., a charitable organization under Section 501(c)(3) of the Internal Revenue Code ("Presenter"). The Regatta ends with race on September 3, 2017. The Regatta is subject to applicable federal, state and local law and void where prohibited. Employees of Presenter or The Freestore Foodbank Foundation, and members of their immediate family are not eligible to win any prize.

2. To participate, reserve your duck via purchase and return of an Entry Form. Entries submitted by mail must be received by Presenter on or before August 28, 2017. You assume all risk for failed deliveries or other problems which prevent your entry. You may also reserve your duck by purchase online at [www.rubberduckregatta.org](http://www.rubberduckregatta.org) or by telephone at 513-929-DUCK, both up through on or about September 3, 2017. One free entry per person can be obtained by sending a written request (including your name, address and phone number), with first-class postage, to Rubber Duck Regatta, 1141 Central Parkway, Cincinnati, Ohio 45202. The request must be received by Presenter by August 25, 2017, and include a self-addressed, postage pre-paid, envelope for return delivery of confirmation number. In no circumstance will participants take ownership or possession of ducks used in the Regatta, regardless of method of entry in the Regatta. Participation in the Regatta constitutes permission to Presenter to use your name, voice, statements, image and likeness for purposes of advertising and trade, in any medium, without further compensation or notice, unless prohibited by law.

3. You are not guaranteed participation in the Regatta with your entry. A maximum of 200,000 ducks will be available for participation in the Regatta. You will be offered a refund if your entry cannot be honored due to this maximum number being met.

4. Each duck will have a unique number associated with it. You will not be provided the number assigned to your duck(s). The winning duck and the winners of all other prizes will be determined by random selection of ducks in the river. This may be done by random collection from the mass of ducks after dumping, or by choosing ducks crossing a certain point as designated on that day, or such other method as the Presenter may select. The Presenter is not responsible for any actions taken by any spectator or anyone who is not an agent of the Presenter which alters the speed or finish order of the ducks. If for any reason beyond the control of the Presenter, such as weather conditions, the Presenter determines not to dump the ducks or complete the event, the Presenter will determine the winners of all prizes by raffle or random selection. Odds of winning will depend upon the number of eligible entries, however, estimated odds based upon the maximum 200,000 entries are presented below. Limit one (1) prize per person, except that Grand Prize winner may also be eligible to win the Bonus Prize (defined below). Prizes are awarded "AS

IS." Federal, state, or local taxes on prizes, if any, and any other costs, fees or expenses not included with the prize are the sole responsibility of each winner.

5. Grand Prize: One (1) 2017 Honda HR-V LX (the "Grand Prize") will be awarded to the Grand Prize winner. The estimated retail value of the Grand Prize is \$19,465.00 based upon published MSRP. The estimated odds of winning the Grand Prize are one (1) in 200,000. A purchase will not improve an individual's chance of winning. The Grand Prize winner is responsible for sales tax on the Grand Prize and other applicable fees.

6. Bonus Prize: The "Kemba Million Dollar Duck". A \$1,000,000 bonus prize, awarded by SCA Promotions, Inc. ("SCA"), may be awarded to the Grand Prize winner ("Bonus Prize"). In the event the Duck Number for the winner of the Grand Prize is one of the Duck Numbers preselected by SCA, that winner will also be eligible to receive the Bonus Prize. SCA reserves the absolute right to not award the Bonus Prize in the event of any irregularities in the Regatta, the pre-selection process, or the award process. Presenter does not guarantee the Bonus Prize and neither the Presenter nor any sponsor shall have liability to any participant for any claim in connection with SCA's award or failure to award the Bonus Prize. Awarding the Bonus Prize is the sole responsibility of SCA. The estimated odds of winning both the Grand Prize and Bonus prize are one (1) in 300,000,000. A purchase will not improve an individual's chance of winning. The bonus prize, if won, is payable in forty (40) equal annual installments of \$25,000 each, without interest. The Bonus Prize winner is responsible for all taxes or other fees applicable to the Bonus Prize.

7. Second Prize: The second prize winner will receive \$100.00 store credit from Kroger every week for a year (\$5,200.00 total) ("Second Prize"). The Second Prize winner is responsible for all taxes or other fees applicable to the Second Prize.

8. Third Prize(s): There will be five (5) third prizes awarded ("Additional Winners"). The Additional Winners will receive \$500.00 cash from Kemba Credit Union ("Third Prize"). The Additional Winners are responsible for all taxes or other fees applicable to the Third Prize(s).

9. All ducks entered will be provided by the Presenter and shall remain the property of the Presenter.

10. Presenter reserves the right, in its sole discretion, to substitute prizes of comparable value. The combined retail value of all prizes will be at least \$20,000.

11. The Grand Prize Winner will be announced by the Presenter on the day of the race at [www.rubberduckregatta.org](http://www.rubberduckregatta.org). All prize winners will be notified by United States mail or telephone. Winners need not be present to win. Vehicle delivery will take place at a time and location convenient to both winner and Presenter. A list of winners can be obtained from the Presenter by sending a written request and a self-

addressed, stamped return envelope to Presenter at the address listed in paragraph five above. If any winner does not claim his or her prize from the Presenter at the address listed in paragraph five above within 30 days after written notification of winning, the Presenter may select a substitute winner through a random drawing of duck forms. All prizes will be awarded.

12. At the option of the Presenter, a cash award may be offered in lieu of any prize. The amount of the award shall be determined by the Presenter in conjunction with any donor of the prize, and may not be the full cash equivalent of the prize.

13. By submitting a purchase form, entrants release Presenter and its members, agents, employees, and other related entities from any and all liability with respect to prizes.

14. The Rubber Duck Regatta and its logo are registered trademarks of Presenter and no other person or entity is authorized to copy or otherwise use them without the express written consent of the Presenter.

15. A copy of these rules and regulations is available from Presenter at the address listed in paragraph five above.