

Amici Espresso Vespa Giveaway

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. Open to legal residents of Iowa Only. Sweepstakes begins at 12:00:01 am CDT on September 13th, 2007 and ends at 11:59:59 pm CDT on October 31st, 2007 (the "Sweepstakes Period"). The Sponsors of the Amici Espresso Vespa Giveaway are Mille Miglia Caffè L.L.C. d/b/a Amici Espresso and Van Wall Motorsports

1. **How to Enter:** Enter as many times as one wants. Form must be completely filled or other wise null in void. Once form is completely filled out, it will be placed in the box. All other attempts at entry are void.

2. **Winner Selection:** A random drawing will be held on or about November 1st, 2007 to award the prizes from among all eligible entries received during the Sweepstakes Period (September and October 2007). Judges decisions are final and binding. Potential prize winners will be notified by mail within thirty (30) days and will be required to sign and return an Affidavit of Eligibility/Liability and Publicity Release (where permitted) within 14 days. Noncompliance within specified time period for return of Affidavit and Release, or return of any prize or prize notification as undeliverable may result in forfeiture of prize. All income taxes on prizes are winners' responsibility.

3. **Grand Prizes:** Vespa LX150

Secondary Prize: \$100 gift card TBD

4. **Odds.** The estimated odds of winning each prize are **1 in 20,000.**

5. **Prize Restrictions:** No cash redemptions. No transfer of prize permitted. No substitutions, except AMICI Espresso may substitute a prize of equal or greater value at its sole discretion. Grand Prize will be delivered with standard equipment; any upgrades and factory options are at the sole expense of the winner. Color and other prize specifics to be determined by AMICI Espresso and Van Wall Motorsports and are subject to availability. AMICI Espresso does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the scooter including but not limited to its quality, fitness for purpose or mechanical condition. Grand Prize Winner must have a valid U.S. driver's license and proof of insurance to take delivery of vehicle; failure to show same may result in prize forfeiture and selection of an alternate winner. Winner will be responsible for all title, license, insurance and registration fees required in claiming the vehicle, applicable taxes as well as all other expenses relating to the receipt and use of vehicle, including any travel and transportation costs associated with collecting the vehicle. All other costs not specifically stated herein as being awarded are the responsibility of the winner. Winner will be provided instructions to obtain his/her Grand Prize. Winner must take delivery of the Vespa within 30 days of notification that dealership has received vehicle. Delivery of

a Grand Prize Vespa is subject to manufacturer, distributor and dealer manufacturing, production and delivery schedules.

6. **Eligibility:** Open to legal residents of Iowa and who are 18 years of age or older. Not open to employees of AMICI Espresso or Van Wall Motorsports or any of their immediate family members (*i.e., spouse, children, siblings, parents, and individuals residing in the same household*). Void outside Iowa and where prohibited by law.

7. **Data Collection:** AMICI Espresso will be collecting personal data about participants when they enter the Sweepstakes. Personal data includes: name, address, e-mail address, home and work phone numbers. By participating in this Sweepstakes, entrants hereby agree to all personal information uses and disclaimers as explained in the above noted privacy policy.

8. **Limitation of Liability:** Mille Miglia Caffè, L.L.C. and the judging organization are not responsible for printing or typographical errors in any Sweepstakes-related materials. Mille Miglia Caffè, L.L.C. assumes no responsibility for any technical problems in conjunction with transmission or receipt of entry including faulty electronic data transmission, traffic congestion on the Internet or on the website, hardware or software, equipment failure or malfunction, or other on-line communications problems. Mille Miglia Caffè, L.L.C. reserves the right to cancel, suspend or modify the Sweepstakes if fraud or technical failures compromise the integrity of the Sweepstakes as determined by Mille Miglia Caffè, L.L.C. at its sole discretion. In the event Sweepstakes is cancelled, all prizes will be awarded in a random drawing from eligible, non-suspect entries received as of the time of cancellation. By participating in this Sweepstakes and accepting a prize, winner agrees that Mille Miglia Caffè, L.L.C. shall not be liable for any loss, damages, rights, claims, and actions of any kind in connection with the Sweepstakes or resulting from the winner's Sweepstakes participation, acceptance, possession, use, or misuse, of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, privacy or defamation. Mille Miglia Caffè, L.L.C. reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process.

9. **Arbitration/Choice of Law:** Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorney's fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant, Amici Espresso, or Van Wall Motorsports in connection

with this Sweepstakes shall be governed by the laws of the State of Iowa, without regard to conflicts of law principles or rules, and all proceedings shall take place in Des Moines, Iowa.

10. **Winners List:** For the names of winners, send a self-addressed, stamped envelope to: Amici Espresso Vespa Giveaway – ATTN: Brian Cook, 6400 Westown Parkway, West Des Moines, Iowa 50266. Requests must be received by October 31, 2007.

11. **Sponsor:** Mille Miglia Caffè, L.L.C. an Iowa limited liability company, 6400 Westown Parkway, West Des Moines, IA, 50266.

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