

# **Official Rules**

## **VRC VIRTUAL CONCERT GIVEAWAY**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OFFERED ONLY TO LEGAL RESIDENTS OF THE FIFTY UNITED STATES  
AGED 21 YEARS OR OLDER (EXCLUDING NEW HAMPSHIRE, NEW  
JERSEY, AND NORTH DAKOTA).**

**THE ODDS OF WINNING WILL DEPEND ON THE  
NUMBER OF ENTRIES SUBMITTED.**

1. **ENTRY PERIOD.** The VRC Virtual Concert Giveaway Sweepstakes (the "Sweepstakes") is open to participants between September 18, 2020 at 5:00 Pacific time and September 18, 2020 at 10:00 pm Pacific time (the "Sweepstakes Period"). All entries must be received by September 18, 2020 at 10:00 pm Pacific time. Sponsor's (defined below) computer is the official clock for all purposes of this Sweepstakes.

## **2. ELIGIBILITY**

2.1. To enter the Sweepstakes you must be a lawful permanent resident of one of the fifty United States (including the District of Columbia, and excluding New Hampshire, New Jersey and North Dakota) and 21 years of age or older at the time of entry ("Participant"). The Sweepstakes is void anywhere prohibited or restricted by law, regulation, rule, or otherwise. The Sweepstakes, and any website pages and advertisements related thereto, is intended for viewing only in the United States. Only Participants located in the United States (excluding New Hampshire, New Jersey, and North Dakota) are eligible to participate in the Sweepstakes. The Sweepstakes is governed by U.S. law and is subject to all applicable local, state, and federal laws and regulations.

2.2. The Sweepstakes is not open to employees, temporary employees, independent contractors, agents, owners, officers, members, or directors or members of any of those persons' households or immediate families (including, but not limited to, spouses, parents, siblings, children and each of their respective spouses) of: (a) Ste. Michelle Wine Estates Ltd. ("Sponsor" and its parents, subsidiaries, or affiliated companies); (b) any state alcohol commission, or (c) a licensed alcoholic beverage retailer, distributor, or wholesaler, or a parent, subsidiary, affiliate, or advertising or promotional agency of such a retailer, distributor, or wholesaler.

## **3. HOW TO ENTER**

3.1. By entering the Sweepstakes, Participant agrees and consents to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, and waives any right to claim ambiguity in the Sweepstakes or these Official Rules.

3.2. During the Sweepstakes Period, you can enter by: (1) uploading a photo of your concert setup with the hashtag #ChateauClubLove on Instagram, OR (2) Uploading a photo with the hashtag #ChateauClubLove and tagging @stemichelle on Twitter, OR (3) by emailing a photo to info@reserveclub.com (an "Entry").

#### **4. RESTRICTIONS ON PARTICIPANTS AND ENTRIES**

4.1. Participant may only submit one Entry and is subject to disqualification, at Sponsor's sole discretion, if Participant submits more than one Entry. Any person who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to submit multiple Entries, or otherwise violates these Official Rules, will be disqualified; use of automated, programmed, robotic or like methods of entry are prohibited. In case of dispute, an online Entry will be deemed made by the authorized account holder of the e-mail address used to submit the Entry. The authorized account holder is the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4.2. All Entries must be presented in English and may only be submitted by the Participant named on the Entry.

4.3. Use of Twitter is subject to Twitter's privacy policies and terms of use. Use of Instagram is subject to Instagram's privacy policies and terms of use. Use of Facebook is subject to Facebook's privacy policies and terms of use. Photo entries must not contain any material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement (other than materials associated with Sponsor's brands). Photo entries must not disparage the Sponsor, or in any way mention, refer, or otherwise allude to the name logo or trademark of any entity, individual, product or brand other than those of Sponsor. Additionally, photo entries must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous; or contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age. Sponsor, in its sole discretion may disqualify any entries that fail to conform to these restrictions.

#### **5. WINNERS**

5.1. One potential winner(s) will be selected in a random drawing from among all of the eligible Entries on or around September 21, 2020 ("Drawing Date"). Administrator will notify the potential winners via email or direct message depending on potential winner's entry method. If a potential winner cannot be reached directly

within seventy-two hours from the Drawing Date, the potential winner may be disqualified and an alternate potential winner may be selected in a second random drawing from among all the remaining eligible Entries. If after two drawings, Sponsor still does not have all of the potential winners selected, Sponsor is not required to select any more potential winners.

5.2. To be declared a winner and to receive a Prize, a potential winner must submit the documentation requested by Sponsor in order to verify their eligibility. When such information is returned to Sponsor and successfully verified, and potential winner is otherwise in compliance with these Official Rules, potential winner will be determined to be a Sweepstakes Winner (“Winner”).

5.3. Any Winners must be twenty-one years of age or over.

5.4. No ineligible participants may win.

5.5. Sponsor reserves the right to disqualify any Winner and rescind any prize for any violation of these Official Rules or as required by state or federal law, rule, regulation, or other directive.

5.6. Odds of winning depend on number of eligible Entries received.

## **6. PRIZES**

6.1. One Winner will receive a prize package consisting of a glassware set, box of chocolate, popcorn, CSM logoed blanket, 2 CSM leather coasters and a CSM corkscrew (the “Prize(s)”). Notwithstanding the foregoing, no wine or other alcoholic beverages are part of the Prize. The Approximate Retail Value (“ARV”) of the Prize is \$275.

6.2. All expenses not specifically identified as included in the Prize are the sole responsibility of each respective Winner. All costs, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of each respective Winner.

6.3. Prizes must be accepted as they are described in these Official Rules and cannot be, in whole or in part, transferred to another person, substituted for another Prize, or exchanged for money, without the prior express written consent of Sponsor.

6.4. By participating in the Sweepstakes, Participants agree to the taking, use, and communication of their personal information, in accordance with our Privacy Policy <https://www.ste-michelle.com/privacy>, by the Sponsor and/or its authorized agents in order to manage the Sweepstakes and Prizes. Except where prohibited by law, Participant grants Sponsor a license to use Participant’s name, photograph, likeness, statements, entry materials, biographical information, voice, and city and state address on a worldwide basis, and in all forms of media, in perpetuity, and without any notice, payment, or compensation.

6.5. All applicable taxes (including federal, state, and local taxes) on prizes are the respective Winners' responsibility.

6.6. Prizes are provided "as is." Participant acknowledges that Sponsor has neither made, nor is in any manner responsible for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prizes, including any express warranties provided by a Prize supplier that are sent along with the Prizes, and any implied warranty of merchantability, or fitness for a particular purpose.

## **7. DECLARATION OF SWEEPSTAKES, AUTHORIZATION, AND RELEASE REGARDING ENTRY**

7.1. By submitting an Entry, Participant irrevocably grants Sponsor and its representatives all rights, title, and interest in the Entry including, but not limited to, copyright and trademark rights, which Participant holds or will hold in the Entry and to waive, for the benefit of Sponsor, any rights that the Participant holds or will hold in the Entry. This grant includes the unconditional, worldwide, and perpetual right by Sponsor, without compensation to Participant, to use the Entry for the purposes of this Sweepstakes or any other purpose (including but not limited to using, reproducing, disseminating, publishing, distributing, performing in public, and/or editing the Entry) including without limitation for broadcast in various media including Sponsor's websites, social media websites, web banners, or advertising material at points of sale for promoting Sponsor's products.

7.2. By submitting an Entry, Participant agrees to release, discharge, indemnify, defend, and hold harmless Sponsor, Administrator and each of its respective officers, directors, employees, representatives and agents from and against any claims, damages or liability whether arising in tort, contract, or otherwise, due to any actual or alleged injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

## **8. WAIVER AND LIMITATIONS OF LIABILITY**

8.1. Participant acknowledges and agrees that Sponsor, its respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents, and any and all internet servers and access provider(s) are not responsible for: any incorrect or inaccurate Entry information; human error; technical malfunctions; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online system, computer equipment, server provider, or software, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes; inability to access the website; theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; transactions that are processed late or incorrectly or are incomplete or inaccurate or lost due to computer or electronic malfunction or traffic congestion on the internet or at any website; printing or human or other errors; and any Entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible or postage due, or any combination

thereof. Participants assume all risk with regard to the creation and submission of their Entries and the uploading to, downloading from, or otherwise accessing, transmitting or in any way using any website associated with this Sweepstakes, including but not limited to thewinepromotion.com. Sponsor specifically disclaims responsibility for any such damage or loss, including but not limited to viruses, spam, hacking, theft, bugs, or worms, and/or the loss or destruction of files.

8.2. Sponsor may prohibit a Participant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices (including, but not limited to, the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Participant or Sponsor representative, or has violated these Official Rules. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to tampering, unauthorized intervention, fraud or any other cause beyond the reasonable control of Sponsor which corrupt in any way or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and select a potential winner from those Entries received up to the cancellation/suspension date. ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PARTICIPANT ACKNOWLEDGES AND AGREES THAT SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8.3. IN NO EVENT SHALL SPONSOR, ITS AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS, NOR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES OR ANY PARTICIPANT'S PARTICIPATION, ATTEMPTED PARTICIPATION, ENTRY, USE OR MISUSE OF ANY PRIZE, OR OTHER ACTIVITIES IN CONNECTION WITH, OR ARISING OUT OF, THE SWEEPSTAKES.

9. **RULES/WINNER'S LIST.** To receive the name of the Winner(s) or an additional copy of these Official Rules, send a self-addressed, stamped envelope to: "**VRC Virtual Concert Giveaway**" PO Box 1976, Woodinville, WA 98072. Please specify "Rules Request" or "Winners List Request" on the front of the envelope. The Winner(s) will be available beginning on September 23, 2020. Requests received after September 23, 2020 will not be honored.

10. **SPONSOR.** Ste. Michelle Wine Estates Ltd., 14111 NE 145<sup>th</sup> Street, Woodinville, WA 98072 is the Sponsor of the Sweepstakes.

**11. ADMINISTRATOR.** Ste. Michelle Wine Estates Ltd., PO Box 1976, Woodinville, WA 98072 is the Administrator of the Sweepstakes.

**12. GENERAL TERMS AND CONDITIONS**

12.1. Website Access. Sponsor does not, in any way, guarantee that any internet site(s) associated with this Sweepstakes, including but not limited to <https://www.ste-michelle.com/> will be accessible or operational without interruption throughout the Sweepstakes Period or exempt from all errors.

12.2. Sponsor's Absolute Right to Terminate Sweepstakes. Sponsor reserves the right, in its sole discretion, to terminate, cancel, end, modify, or suspend, in whole or in part, the Sweepstakes for any or no reason. Participant shall have no recourse in such event nor shall such event diminish Sponsor's rights in their Entries.

12.3. Dispute Resolution. All disputes arising out of this Agreement or the parties' relationship hereunder shall be resolved by final and binding arbitration in Seattle, Washington in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration as provided herein shall be the exclusive remedy for all claims and disputes. Judgment upon any award rendered by the arbitrator(s) may be entered in any State or Federal court having jurisdiction thereof. The expenses of the arbitration shall be borne equally by the parties. Any Claim shall be arbitrated on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings, or otherwise.

12.4. Waiver. Failure by Sponsor to enforce or exercise any rights under the terms of these Official Rules shall not be deemed a waiver of such terms or of any rights.

12.5. Severability. If any provision of these Official Rules is declared or judged illegal, unenforceable, or void by a court of competent jurisdiction, the illegal, unenforceable, or void portion of the provision will be considered stricken from the Official Rules but the remainder of the Official Rules will continue in full force and effect within the limits permitted by law.

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