

Passport to Wine Sweepstakes

OFFICIAL RULES - NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE ONE'S CHANCES OF WINNING.

ELIGIBILITY: The Passport to Wine Sweepstakes ("Sweepstakes") is only open to legal residents of the District of Columbia, Georgia, Maryland, North Carolina, South Carolina and Virginia, who are 21 years of age or older as of the date of entry. Void where prohibited by law. Officers, directors and employees of Franciscan Estate ("Sponsor"), its affiliates, subsidiaries, licensed alcoholic beverage retailers and wholesalers, and other alcoholic beverage licensees, advertising and production agencies, Sweepstakes Consulting, LLC, and members of their immediate families and those living in the same household are not eligible to participate. All federal, state, and local laws and regulations apply.

TIMING: The Sweepstakes begins at 9:00 am on October 10, 2018 and ends at 11:00 pm on December 4, 2018 ("Sweepstakes Period"). All times are Eastern Time or "ET." Limit of one (1) entry per person or email address during the Sweepstakes Period.

TWO (2) WAYS TO ENTER:

- a.) **NEWSLETTER:** Wine club newsletter members of participating retailers as of 11:00 pm ET on December 4, 2018, will be automatically entered one (1) time in the Sweepstakes. Automatic entry data consists of participating retailer's name and entrant's first and last name, entrant's mailing address and entrant's phone number. Wine club newsletter membership is free. Participating retailer's computer is timekeeping device for Sweepstakes newsletter entries. In the event that a newsletter entrant is selected as a winner, Sponsor will only contact entrant for prize notification; Sponsor will not contact newsletter entrants for any other purpose.
- b.) **MAIL:** Fill out your name, age, address, city, state, ZIP code, daytime phone number and email address (optional) on a 3"x5" paper. Mail your entry to: Passport to Wine Sweepstakes, PO Box 25309, Rochester, NY 14625-0309 to be postmarked by December 4, 2018 and received by December 10, 2018. Limit of one (1) entry per person during the Sweepstakes Period. Limit of one (1) entry per envelope.

Entrants must be the authorized account holder of the email account from which the entry is made. Entries generated by script, macro or other automated or mechanical means will be void. By participating in the Sweepstakes, entrants agree that Sponsor shall have the right to use all personal information provided to Sponsor in accordance with its Privacy Policy. The collection of entry registration information by Sponsor is subject to their privacy policy found at www.cbrands.com. At the time of entry, entrants might be given the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning.

THREE (3) PRIZES and Approximate Retail Value or "ARV": a trip for winner and one (1) guest to winner's choice of destination in California wine country, consisting of roundtrip coach air transportation for two (2) people from the major U.S. airport closest to winner's residence to California, three (3) nights double-occupancy hotel accommodations, four (4)-day car rental and \$500.00 spending money (maximum prize ARV is \$3,350.00). Total ARV of all prizes:

\$10,050.00. Prize does not include alcoholic beverages. Travel and lodging are subject to space and departure availability and travel must be completed by 6/30/19. Winner and travel companion must travel on the same itinerary and are responsible for providing government issued photo identification in order to travel by air. Any expenses not mentioned above are the winner's responsibility. Prize winner and companion are solely responsible for all other expenses not specifically set forth herein, including but not limited to meals, incidentals, surcharges, service charges, personal charges, security fees, taxes and souvenirs. Sponsor will not replace any lost, mutilated, or stolen tickets. Terms and conditions of all tickets apply. Sponsor is not responsible if a portion of the prize is forfeited. No substitution for prize except as may be necessary due to unavailability, in which case a prize of equal or greater value will be awarded, at the Sponsor's sole discretion. Prize is not transferable or redeemable for cash. Taxes are the winner's responsibility. Odds of winning depend on the number of eligible entries received.

WINNERS will be selected on or about December 11, 2018 in a random drawing conducted under the supervision of Sweepstakes Consulting, LLC, an independent agency whose decisions are final on all matters relating to the Sweepstakes. Limit of one (1) winner in each of three (3) regions: 1.) DC, MD and VA, 2.) NC, and 3.) GA, SC. Potential winners will be notified by email or phone or mail and required to complete and notarize an Affidavit of Eligibility and Liability/Publicity Release that must be returned within ten (10) days of the date on the notification or an alternate winner will be selected. Winner's travel companion must be a legal U.S. resident age 21 or older and will be required to execute a Liability/Publicity Release prior to issuance of travel documents. As required by law, for any prize \$600 and over, the winner is required to furnish his or her social security number that will be used only for the purpose of reporting the winner's prize earnings to the Internal Revenue Service. A 1099 Miscellaneous Tax Form will be issued to the winner for the actual value of the prize for the tax year when the trip was taken. Any prize notification or prize returned as undeliverable will be awarded to an alternate winner. Prize acceptance constitutes permission (except where prohibited) to use winner's name, photographs, and likeness for advertising and publicity purposes without additional compensation.

GENERAL TERMS: Entrants agree to be bound by these Official Rules. Participants, by participating in this Sweepstakes, hereby waive and release, and agree to hold harmless the Sponsor, its subsidiaries, affiliates, advertising and promotion agencies, Sweepstakes Consulting, LLC, and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause of thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of, or inability to use a prize in the Sweepstakes, or their participation in the Sweepstakes, or their participation in any Sweepstakes or prize related activity, or any travel related to the Sweepstakes, or any travel for any prize related activity. Sponsor and its agents are not responsible for lost, late, misdirected, damaged, incomplete, illegible or postage-due entries or Internet technical, hardware, software, telephone, or transmission failures of any kind, which may limit a person's ability to enter the Sweepstakes. Proof of entry, such as a copy of "Thank You" page, does not confirm actual receipt by Sponsor.

Sponsor and its agents are not responsible for any injury or damage to entrants' or any other person's computer related to or resulting from entering or downloading any materials in the Sweepstakes. Sponsor reserves the right to cancel or suspend advertising the Sweepstakes on the Internet should a computer virus, unauthorized intervention or other cause corrupt the integrity or proper conduct of the Sweepstakes. Sponsor reserves the right to terminate or modify the Sweepstakes or online portion thereof, if, at any time, Sponsor's phone and/or online service is no longer available or compromised by any virus, bug, or other intervention beyond Sponsor's control. Sponsor reserves the right to disqualify any entrant found to be disrupting the operation of the Sweepstakes or its web site or to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If the integrity of the Internet portion of the Sweepstakes is compromised in any manner, Sponsor reserves the right to modify Sweepstakes and randomly select a winner from valid entries received that are unaffected by the problem. Only the advertised number of prizes will be awarded. In the event that production, technical or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, eligible prize claims. In the event of a dispute as to the identity of any online entrant, entrant will be deemed the individual identified on the online entry form. No transfer or assignment of entries is permitted. Entries become the sole property of the Sponsor. In the event there is a discrepancy or inconsistency between statements contained in any Sweepstakes-related materials, and terms and conditions stated in the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. All issues and questions concerning these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York State, without giving effect to any choice of law or conflict of law rules (whether of New York State or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York State.

WINNERS' LIST: For the winners' names, send a self-addressed stamped envelope to: Franciscan Estate Passport to Wine Winners' List, PO Box 25309, Rochester, NY 14625-0309.

SPONSOR: Franciscan Estate, Oakville, CA.