

PASO WINE HAPPY HARVEST PHOTO CHALLENGE OFFICIAL RULES

Participation in this sweepstakes is deemed acceptance of these Official Rules

1. NO PURCHASE NECESSARY.

No purchase or wireless device is necessary to enter or to win. Additionally, the consumption of alcohol is not necessary to enter or to win. Neither a purchase nor the consumption of alcohol will increase your chances of winning. **THIS SWEEPSTAKES IS OPEN TO PERSONS WHO: (A) ARE LEGAL RESIDENTS OF THE CONTINENTAL UNITED STATES, INCLUDING WASHINGTON D.C.; (B) ARE AT LEAST TWENTY-ONE (21) YEARS OLD AT THE DATE OF ENTRY IN THE SWEEPSTAKES; (C) HAVE A VALID DRIVER'S LICENSE IN THEIR STATE OF RESIDENCE. VOID IN ALL OTHER U.S. STATES AND TERRITORIES AND WHERE PROHIBITED BY LAW. DATA RATES MAY APPLY.**

2. SWEEPSTAKES DESCRIPTION.

Welcome to the **2019 PASO WINE HAPPY HARVEST PHOTO CHALLENGE** (the "**Sweepstakes**"), which is a competition based on engagement with photos submitted on Instagram (the "**Photos**"), administered via the Internet website accessible at **www.pasowine.com** (the "Website"). On October 15, 2019, participants will begin to submit photos on Instagram. Participants will earn points based on engagement (Likes and Comments) with their submitted photo. One Grand Prize (as defined below) will be awarded to randomly selected Participants who are among the top five percent (5%) of point scorers in the Sweepstakes, as described in Section 3 of these official rules ("**Official Rules**").

No Cost

The Sweepstakes is **FREE** to play. **No purchase or entry fee necessary to enter or win.** If you are a wireless service subscriber and have a smartphone, tablet and/or other wireless device that allows you to access this Sweepstakes, you may enter the Sweepstakes via any of those devices during the Sweepstakes Period. If you decide to participate via any such wireless device, you may be charged message and data rates in accordance with the Terms and Conditions of your Service Agreement with your wireless carrier. Each wireless carrier's rate plan may vary, and participants should contact their wireless carrier for information on rate plans and charges relating to your participation in this Sweepstakes. Access to the Sweepstakes via a smartphone, tablet and/or wireless device may not be available in all areas at all times, and may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier.

3. ELIGIBILITY.

The Sweepstakes is open to Participants who: (a) are Registered Instagram Users (defined below); (b) are legal residents of the United States; (c) have a valid driver's license issued by your state of residence; and (d) are at least 21 years old at the date of entry in this Sweepstakes. Void where prohibited by law.

For purposes of these Official Rules, "**Registered User**" means a person who has successfully completed the registration process on the Website. There is no fee or charge for you to become a Registered User.

The Administrator

The Paso Robles Wine Country Alliance ("PRWCA") will serve as the Administrator of the Sweepstakes and will be solely responsible for resolving any disputes that arise regarding violations of the rules.

Note: The following persons shall not be eligible to either participate or win prizes in the Sweepstakes: (a) any person who is a director, officer, employee, agents, shareholder, member, and/or principal of PRWCA or any of its respective divisions, parents, subsidiaries, affiliated companies, distributors, wholesalers, retailers, suppliers, service agencies and/or independent contractors; and (b) any person who is an immediate family member (meaning either a biological or step mother, father, sister, brother, daughter, son, IRS dependent and/or spouse) of any person in the preceding ineligible person categories regardless of where they live or reside in the same household (and whether related or not) to any person in any of the preceding categories. Transfer of any rights to Sweepstakes entry materials and/or prizes by any person in any of the preceding ineligible person categories to an eligible person is strictly prohibited and shall be void.

5. HOW TO ENTER.

Signing Up

Registered Users can submit photos to the Sweepstakes at any time by visiting the Website starting October 15, 2019. Users must go to the URL: <https://pasowine.com/happy-harvest-challenge/> and follow the onscreen sign up instructions (the "**Onscreen Instructions**") in order to enter the Sweepstakes and become a participant ("**Participant(s)**"). Onscreen Instructions are hereby incorporated by reference in these Official Rules.

Submission Deadline

Participants must submit a picture to enter into the Sweepstakes by 11:59 P.M. PT on October 31, 2019.

Submitting Your Photo

Prior to submitting photos, all entrants must Like and Follow @PasoWine on Instagram.

When submitting a photo, entrants must include the following:

- Tag 2 Friends
- #pasowinehappy

PRWCA is not responsible for incomplete, inaccurate, lost or otherwise defective submissions. **LIMIT ONE ENTRY PER PERSON.** Participants may not enter more than once in this Sweepstakes, irrespective of entry method used. The submission of multiple entries by one Participant will result in the voiding of all of that Participant's entries.

6. CONTINUAL/TRANSMISSION USE.

PRWCA may from time to time email you specials, offers, features, promotions or advertising that it deems appropriate. By entering this Sweepstakes you agree to these terms and conditions and agree to accept such email messages. Participants will be provided an option to opt out of any additional email messages. It is the Participants' responsibility to opt out of receiving any additional email messages.

7. SWEEPSTAKES GENERAL CONDITIONS.

The Participant submitting the winning photo will be required to sign and return (via certified mail) an Affidavit of Eligibility, Publicity Waiver, Release of Liability and Indemnification and a W-9 Federal I.D. form, postmarked within seven (7) days of receipt of notification of winning, failure to do so constitutes forfeiture of the prize and the prize will be awarded to an alternate winner. PRWCA reserves the right and insists that all winning Participants present valid state photo identification proving they were 21 years of age or older at the time of entry and their identity and state of residence. If the winner is employed during this Sweepstakes they must also prove to PRWCA their place of employment. If prize notification is unsuccessful, or in the event of non-compliance with any of these rules, regulations, terms or conditions, the prize will be forfeited and an alternate winner may be selected. PRWCA reserves the right to void any entry or winner not in compliance with the rules stated above or below. Prize acceptance constitutes permission, in perpetuity, by the winner (except where prohibited by law) to use, print, publish and broadcast in any media at any time, the winner's name, photograph, identity, portrait, voice, likeness and biographical information for publicity purposes without additional compensation or review.

8. PUBLICITY RELEASE/CONTENT SUBMISSION.

By entering the Sweepstakes or accepting any prize under the Sweepstakes, Participants, winners, and their guests expressly agree to the use by PRWCA and their assignees or designees of their name, biographical information (city and state), picture, portrait, voice, quotes, comments, image, likeness and/or sweepstakes submission for the purpose of PRWCA advertising, marketing and trade or the promotion of contests or sweepstakes without further compensation, notification or consideration, in any and all media and formats now known or hereafter developed throughout the world, in perpetuity, unless prohibited by law. PRWCA intends to film, record and/ or photograph the winner and their guest throughout their trip for the purpose of PRWCA advertising, marketing and trade or the promotion of contests or sweepstakes and PRWCA may use any such film, recording and/or photographs without further compensation, notification or consideration, in any and all media and formats now known or hereafter developed throughout the world, in perpetuity, unless prohibited by law.

9. PRIZES.

There shall be one (1) Grand prize ("Grand Prize") awarded to a randomly-selected Participant who is among the top five percent (5%) of eligible point scorers in this Sweepstakes with an approximate value of \$2,000. The Grand Prize is a 3-day , 2-night trip to Paso Robles, California, including two (2) nights hotel accommodations for winner and four (4) guests (2 standard rooms chosen by

PRWCA) on dates and in a lodging property to be specified by PRWCA; one (1) wine tour for winning Participant and four (4) guests organized by PRWCA visiting a select group of PRWCA member wineries; one (1) wine tasting experience for winning Participant and four (4) guests at a winery to be specified by PRWCA. **Note:** The Grand Prize does not include transportation other than associated with the wine tour. It shall be the winner's sole responsibility to arrange for a rental car or other transportation during their stay at their sole expense.

Prizes are non-transferrable. Prizes may not be redeemed for cash. No substitutions of the prizes may be requested by the winners. PRWCA reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of PRWCA if the prizes are unavailable for any reason. In no event will PRWCA award more prizes than are provided for in these Official Rules. As set forth below, the individual's accepting receipt of the prizes identified herein will be responsible for all taxes associated with the prizes and/or other costs related to acceptance or use of the prizes. Any and all prizes awarded shall be subject to verification of the Participant's eligibility and compliance with the terms of these Official Rules by PRWCA and contingent upon execution of Affidavit of Eligibility, Publicity Waiver, Release of Liability and Indemnification and a W-9 Federal I.D. form.

The estimated total retail value of the Grand Prize of this Sweepstakes is two thousand dollars (\$2,000.00). Taxes owed by the winner accepting receipt of the prize and his/her guests as a result of the Sweepstakes, gratuities, and any and all other personal and/or incidental costs and expenses of any nature whatsoever, are the sole responsibilities of the winner and his/her guests. Winner's guests must be the same persons for all prizes and activities and must be at least 21 years of age.

10. TAXES, OTHER COSTS, MISCELLANEOUS.

Any and all applicable federal, state and/or local taxes (which may include, without limitation, sales tax and income tax) will be the sole and exclusive responsibility of the persons accepting receipt of the prizes identified herein. Individuals accepting prizes will be required to give their social security number in order to prepare any necessary tax forms, and must further sign and deliver any and all necessary documents to complete the transfer of any prizes to be awarded. Individuals accepting prizes shall be responsible for any sales taxes or other taxes due as required by law. Individuals accepting prizes are solely responsible for any additional expenses associated with acceptance, receipt and use of the prizes, including but not limited to meals, miscellaneous personal travel expenses and local transportation.

11. NO ASSIGNMENT.

No assignment and/or transfer of any kind of any prize, alternative prize or other substitution is permitted in the absence of PRWCA's express written consent (which shall be in PRWCA's sole and exclusive discretion), and any such prohibited assignment and/or transfer shall be void.

12. CONSENT TO OFFICIAL RULES/NO WAIVER.

Participation in the Sweepstakes constitutes each and every Participant's understanding of and full and unconditional agreement to and acceptance of these Official Rules. PRWCA is using Instagram® to host this Sweepstakes. Participants understand and agree that they are subject to each individual

Terms of Use, Privacy Guidelines, and Security Provisions for Instagram® and the Website. PRWCA reserves the right at its sole discretion to disqualify any entry that PRWCA determines to be in violation of any term contained in these Official Rules or any of the host website's Terms of Use, Privacy Guidelines, and Security Provisions. The decision and/or action of PRWCA not to enforce a specific provision of these Official Rules or any of the host website's Terms of Use, Privacy Guidelines, and Security Provisions does not constitute a waiver of any provision herein or of these Official Rules in general, and shall not prohibit PRWCA from proceeding and/or enforcing these Official Rules in the future. PRWCA may enforce these Official Rules cumulatively, meaning singly, concurrently and/or in any such manner as PRWCA sees fit without waiving them in any capacity.

13. WAIVER OF CLASS ACTION/RELEASE OF LIABILITY.

Except where prohibited, Participant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action. Additionally, PRWCA shall not be liable for any claims, demands, damages and causes of action or any costs or expenses relating to the Sweepstakes or any prize awarded pursuant thereto. By participating in the Sweepstakes, Participants hereby release and discharge PRWCA from any and all claims, demands, damages and causes of action of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising from or relating to the Sweepstakes and in particular from all claims, demands, damages and causes of action of every kind and nature for damages actual and consequential, past, present, and future, arising out of, or in any way relating to the Sweepstakes, the administration of the Sweepstakes, Participants' participation in the Sweepstakes or any winner's acceptance or use of any prize awarded pursuant to the Sweepstakes or any of the following:

- a. Inaccurate, incomplete, lost, late, or illegible entries;**
- b. Late, lost, delayed, damaged, misdirected, undelivered, stolen, incomplete, illegible, unintelligible, or postage-due notices, regarding entries, release forms, emails, affidavits or other correspondence or mail;**
- c. Access to and use of any and all of PRWCA's websites, including downloading material from any and all of PRWCA's websites or Instagram;**
- d. Telephone, electronic, hardware or software, program, network, internet, or computer malfunctions, failures, viruses or difficulties of any kind;**
- e. Failed incomplete, garbled or delayed computer transmissions;**
- f. The downloading or uploading of any materials in connections with this Sweepstakes;**
- g. Acceptance, use or misuse of any prize;**
- h. Any condition caused by unforeseen events that cause the Sweepstakes to be disrupted, corrupted and/or canceled;**
- i. Any printing or typographical errors in any materials associated with the Sweepstakes.**

It is understood and agreed that this is a full, complete, and final general release of any and all claims described as aforesaid, and Participant agrees that it shall apply to all unknown, unanticipated, unsuspected, and undisclosed claims, demands, liabilities, actions or causes of

action, in law, equity or otherwise. Participant has read and fully understands the contents of section 1542 of the Civil Code of the State of California, and that section and the benefits thereof are expressly waived. Section 1542 reads as follows:

“Section 1542. (General Release - Claims Extinguished.) A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

14. ODDS OF WINNING.

The prize drawing will be held on or around Monday, November 4, 2019. The Grand Prize Winner will be chosen at random by Administrator from among the top five percent (5%) of scorers from all eligible Participants, based on overall point score. Odds of winning the Grand Prize depends on the number of eligible Participants and their photo engagement. Potential Prize Winners will be notified by phone and/or by email within a reasonable time after Grand Prize drawing, not to exceed thirty (30) days.

If Prize Winner cannot be contacted within five (5) calendar days of first notification attempt, or if Prize notification is returned as undeliverable, or if Prize Winner declines/rejects his/her Prize, or in the event of non-compliance with these Official Rules and its requirements, such Prize will be forfeited, and an alternate Prize Winner will be selected from all remaining entries from eligible Participants in the top five percent (5%) of scorers. Upon Prize forfeiture, no compensation will be given. Administrator will only select up to two (2) alternate Prize Winners. If no contact has been made with the alternates after a reasonable effort has been made, the Prize shall not be awarded.

15. CHOICE OF LAW/VENUE.

Participants agree that the exclusive venue for any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded hereunder shall be San Luis Obispo County Superior Court. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participants and PRWCA in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than California. All Participants agree, by their participation in the Sweepstakes, to submit to personal jurisdiction in the State of California and, more particularly, the County of San Luis Obispo and waive any and all rights of removal to Federal District Court.

16. SEVERABILITY.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid

or unenforceable provision was not contained therein.

17. COPY OF OFFICIAL RULES.

For a copy of the Official Rules, send a self-addressed, stamped #10 envelope to: Paso Robles Wine Country Alliance, c/o PASO WINE HAPPY PHOTO CHALLENGE, 1446 Spring St. #103, Paso Robles, CA, 93446. PRWCA reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Sweepstakes or to comply with applicable law.

18. WINNER LIST.

Winners will be selected on **November 4, 2019**. For the name of the winners, send a separate, self-addressed, stamped #10 envelope to: Paso Robles Wine Country Alliance, c/o PASO WINE HAPPY HARVEST CHALLENGE, 1446 Spring St. #103, Paso Robles, CA, 93446. The names of winners may also be released via PRWCA's social media account pages.

19. ADDITIONAL TERMS.

PRWCA reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE, SERVER OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, PRWCA WILL DISQUALIFY ANY SUCH PARTICIPANT, AND PRWCA RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Proof of submission of an entry will not be deemed to be proof of receipt by PRWCA. PRWCA is not responsible for any typographical, technical, or other error in the Sweepstakes, administration of the Sweepstakes or in the announcement of a prize winner. In the event of a printing/production/typographical error, irregular or invalid code/message or equipment error, PRWCA shall have no liability. In the event PRWCA is prevented from continuing with the Sweepstakes or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event beyond the control of PRWCA, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), event cancellation, terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures, intervention by Instagram®, or other cause not reasonably within the control of PRWCA (each a "Force Majeure" event or occurrence), PRWCA shall have the right, in its sole discretion and without any recourse or liability to any Participant, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes as circumstances may require.

20. SWEEPSTAKES SPONSOR/PROMOTER/ADMINISTRATOR.

The sponsor/promoter/administrator of this Sweepstakes is Paso Robles Wine Country Alliance

("PRWCA"), 1446 Spring St. #103, Paso Robles, CA, 93446.

21. INDEMNIFICATION.

By entering, Participants agree to defend and indemnify PRWCA and PRWCA's principals, subsidiaries, affiliates, members, directors, officers, employees, and agents from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with the Sweepstakes as a result of Participant's participation, Participant's submissions and/or Participant's or their guest's acceptance of any prize stated herein.