

## **National Wine and Cheese Day Giveaway**

### **SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OF ALCOHOL OR PURCHASE OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 21 OR OLDER TO ENTER.**

**REFERENCES TO ANY THIRD-PARTY ENTITY ARE NOT MEANT TO IMPLY AN ENDORSEMENT OF THIS SWEEPSTAKES OR ANY ENTITY AFFILIATED WITH SPONSOR.**

**1. SPONSOR/ADMINISTRATOR:** The WALT Wines and Cypress Grove National Wine and Cheese Day Giveaway (the "Sweepstakes") is sponsored and administered by WALT Wines at 401 St. Helena Hwy S, St. Helena, C.A. 94574 the ("Sponsor").

**2. ELIGIBILITY:** Sweepstakes participation is open only to legal residents of the United States of America who are 21 years of age or older at the time of entry. No purchase of alcohol or purchase of any kind necessary to enter or win. A purchase does not increase your chances of winning. Void where prohibited or restricted by law. The Sweepstakes is being conducted as a consumer sweepstakes in accordance with California Business and Professions Code Sections 17539.15 and 25600.2. All federal, state and local laws and regulations apply. The following individuals are not eligible to participate in the Sweepstakes: employees, contractors, directors and officers of Sponsor and each of its respective parent, subsidiaries and affiliated companies, distributors, wholesalers, retailers, other alcoholic beverage suppliers, and any agencies involved in the administration, development and fulfillment of the Sweepstakes including, but not limited to, web design, advertising, marketing, public relations, and prize fulfillment companies, and the immediate family members (spouse, domestic partner, parent, child, sibling and spouse or "step" of each) and those living in the same households of each such individual.

**3. SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins 12 pm. Pacific Time ("PT") on 07/25/2024 and 11:59 PM PT on 07/28/2024 (the "Entry Period").

**4. HOW TO ENTER:** To enter, participants must tag 1 friend in the comment section of the giveaway post on WALT Wine's Instagram page. Participants must also like the giveaway post and be following @WALTWines and @Cypressgrovers to be eligible to win.

There is no limit on entry per person per day during the Entry Period. For the purposes of this Sweepstakes, a "day" is defined as beginning at 12:00:00 a.m. PT and ending at 11:59:59 p.m. PT, with the exception of the first day, which will begin at 12:00:00 p.m. PT and end at 11:59:59 p.m. PT. Multiple entries in excess of this limitation or mass entry attempts may result in disqualification of all entries by such person at Sponsor's discretion. Entries must be entered directly by the entrant; use of automated entry devices or programs, or entries by third parties, are prohibited. Duplicate or incomplete entries will be disqualified.

By entering, you represent and warrant that you have fully complied with these Official Rules. By entering, you agree to indemnify and hold harmless the Sweepstakes Entities (as defined below) from any action or liability resulting from your participation in the Sweepstakes and/or any other information included in any entry. Normal internet access and usage charges imposed by entrant's online service may apply and are entrant's sole responsibility. If entering via mobile device, normal phone/data and usage charges imposed by entrant's phone service may apply and are entrant's sole responsibility.

**4. SOCIAL MEDIA DISCLOSURE AND PRIVACY POLICY:** This promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook, Instagram, Twitter or any other social media platform and Sponsor and entrants hereby release Facebook, Instagram and Twitter from any and all liability, loss or damage resulting from administration of, communication of or participation in the Sweepstakes. You are providing your information to Sponsor and not to these social media platforms. All personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Sponsor's privacy policy located at <https://www.hallwines.com/privacy-policy> for important information regarding the collection, use and disclosure of personal information by Sponsor.

**4. SWEEPSTAKES PRIZE:** The winner of this sweepstakes will win 2 complimentary Wine & Chocolate Pairings at WALT's tasting room in either Sonoma or Napa, and a Humboldt Fog Cheese Gift Set.

The Approximate Retail Value (“ARV”) of the Prize is US \$229.95. Actual value depends on market conditions at time of fulfillment. Any difference between ARV and actual value will not be awarded. Restrictions may apply. All Prize details will be determined by Sponsor in its discretion.

Prizes consists only of those items expressly specified in these Official Rules as being part of each Prize. All expenses and costs associated with the acceptance or use of each Prize that are not expressly specified in these Official Rules as being part of the Prize are the responsibility of the Winner.

In the event Winner or his/her guests consume alcoholic beverages while enjoying the Prize, they do so at their own discretion and agree to hold Sponsor and its agencies harmless from any subsequent damages or claims arising out of or related to such consumption.

Prizes are non-transferable, non-refundable, non-negotiable for cash and may not be resold. No substitution of any Prize or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a Prize or Prize component of equal or greater value. Prizes will be awarded if properly claimed. Prizes are awarded "as is" and without any warranty, except as required by law.

Winner is responsible for any and all federal, state and local taxes or assessments and Winner will receive an IRS Form 1099 from Administrator for the actual value of the Prize for the calendar year in which the Prize is awarded.

**6. ODDS OF WINNING:** Odds of winning is dependent upon the number of eligible entries received.

**7. RANDOM DRAWING:** A Winner will be selected in a random drawing, on or about, 07/29/2024, from among all eligible entries received during the Entry Period. Drawing will be conducted by Sponsor. Sponsor’s interpretation of these rules and decisions shall be final.

**8. WINNER NOTIFICATION:** The potential Winner will be notified by direct message on the Instagram and will be required to sign and return, via email, an Affidavit of Eligibility and Liability and Publicity release (except where prohibited by law) (“Affidavit”), within two (2) days of receipt of Affidavit, or the Prize will be forfeited and an alternate winner may be chosen, time permitting. Affidavit will be sent via email from the Sponsor. Return of Prize notification as undeliverable may result in disqualification and alternate selection, time permitting.

Personally identifiable information, including entry information received, will be used to verify eligibility and award any Prizes.

In the event of any dispute concerning the identity of any entrant of an entry, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting account. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the exclusive control of the Sponsor.

**9. GENERAL RULES/VERIFICATION:** By acceptance of a Prize, the Winner grants permission to the Sponsor and its agencies to use his/her name, city, state, photos, and likeness for purposes of advertising, promotions, and trade without further compensation, except where prohibited by law. By entering, entrants/Winner hereby agree, release, discharge, and hold harmless Sponsor WALT Wines and affiliated companies, advertising and promotional agencies and Prize suppliers and their respective officers, directors, shareholders, owners, employees, agents, attorneys and representatives (collectively, the "Sweepstakes Entities") from any and all injuries, loss, claims or damages arising out of an entrant's participation in the Sweepstakes and/or entrant's and winner's acceptance or use or misuse of a Prize. By participating in the Sweepstakes, entrants agree that the Sweepstakes Entities will have no liability whatsoever for, and that entrant shall defend and hold the Sweepstakes Entities harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of any Prize awarded hereunder. Without limiting the foregoing, everything regarding the Sweepstakes, including the Website/any websites used in connection therewith and the Prizes awarded hereunder, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed by the Sweepstakes Entities.

If for any reason the Sweepstakes is not capable of running as planned, including, but not limited to, disruption or delay related to government decree, natural disaster, war, insurrection, riot, pandemic, or technical error, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify and/or suspend the Sweepstakes and to disqualify any individual who tampers with the entry process, violates these

official rules, or acts in a disruptive manner. In the event the Sweepstakes is canceled, terminated, modified or suspended for any reason, Sponsor, at its sole discretion, reserves the right and may choose to award a Prize from among all eligible entries received prior to cancellation. Any attempt by an entrant to deliberately damage the Website/any website involved in the Sweepstakes or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek all available remedies, including without limitation criminal prosecution, and damages, including without limitation attorneys' fees, from any such entrant to the fullest extent of the law. No responsibility is assumed by Sponsor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries; or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email sent or electronic entry to be received on account of technical problems or traffic congestion on the internet or on any website or any combination thereof, including any injury or damage to entrant's or any other person's computer related to, or resulting from, participation in or downloading any materials from this Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes materials, administration of the Sweepstakes, or in the announcement of a Prize. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the entry, to be violating these Official Rules or to be acting in a disruptive manner. Use of automated entry devices or programs is prohibited.

**10. RULES/NAME OF WINNER:** A copy of these official rules can be found on the Website. For the name of the winner, available for a period of at least 30 days, after 07/29/2024, send a self-addressed-stamped envelope, to: 401 St. Helena Hwy S, St Helena, CA 94558.

**11. DISPUTES:** To the fullest extent permitted by law, entrant agrees that: (1) Any and all disputes, claims and causes of action brought by him/her arising out of or connected with this Sweepstakes or a Prize awarded (collectively, "Dispute") shall be resolved individually, without resort to any form of class action; (2) Any and all Disputes shall be settled in an amicable discussion between the entrant and Sponsor. If any Dispute cannot be resolved in such manner, before resorting to any other legal remedy, entrant and Sponsor shall be determined solely by arbitration in San Francisco, California before one JAMS arbitrator agreed upon by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction; (3) Any and all claims, judgments, and awards to entrant shall

be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; (4) Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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

**12. CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of 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 the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

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