

## Line 39 Wines Summer Sweepstakes

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.** OPEN TO U.S. RESIDENTS OF 48 CONTIGUOUS U.S. STATES AND D.C., 21+ YRS. OLD. VOID IN AK, HI, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. ODDS OF WINNING DEPEND ON NUMBER OF ENTRIES RECEIVED. SWEEPSTAKES BEGINS AT 12:00 A.M. PACIFIC TIME ("PT") ON 5/1/19 AND ENDS AT 11:59 P.M. PT ON 9/16/19. ONE GRAND PRIZE, A TRIP FOR 2 TO WINNER'S CHOICE OF ONE OF 4 DESTINATIONS (ARV \$3075). FOR FULL OFFICIAL RULES, INCLUDING PRIZE DESCRIPTION, VISIT [LINE39WINES.COM](http://LINE39WINES.COM). SPONSOR: O'NEILL BEVERAGE CO. LLC, PARLIER, CA.

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.** Sweepstakes begins at 12:00 a.m. Pacific Time ("PT") on May 1, 2019 and ends at 11:59 p.m. PT on September 16, 2019 (the "Sweepstakes Period"). All electronic entries must be time stamped by September 16, 2019 at 11:59 p.m. PT, or, if mailed, postmarked by September 16, 2019 and received no later than end of business day September 21, 2019. Sponsor's clock shall be the official timekeeper for this Sweepstakes. The information you provide will be used for the purposes of Sweepstakes administration.

**ELIGIBILITY:** To enter the Sweepstakes, you must be a lawful permanent resident in one (1) of the forty-eight (48) contiguous United States or the District of Columbia, 21 years of age or older (each, an "Entrant"). Employees of O'Neill Beverage Co. LLC (the "Sponsor"), A Little Bird (the "Sweepstakes Administrator"), and each of their respective affiliated companies, parents, subsidiaries, and advertising and promotion agencies (herein collectively, the "Sweepstakes Entities"), members of the alcoholic beverage industry, and each of their immediate families (i.e. parents, children, siblings, spouse) and members of their households (whether related or not) are ineligible to participate in this Sweepstakes. Sweepstakes is void in Alaska, Hawaii, Puerto Rico, U.S. territories and possessions, outside of the forty-eight (48) contiguous United States and District of Columbia, and where restricted or prohibited by law. By entering, Entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor, which are final and binding.

**HOW TO ENTER:** During the Sweepstakes Period, there are two (2) ways to enter:

1. **Sweepstakes application via Line 39 mobile application:**

- a. First, download the Line 39 mobile application from the Apple App Store (iOS) or Google Play (Android), as applicable, and install it to your smartphone or tablet. The application download is free. Your smartphone or tablet software must be updated to one of the most recently-released two operating system updates for application compatibility. Follow the on-screen instructions to set up the application. Entrants must have a mobile phone or tablet with web browsing capabilities to enter and may incur a standard data charge from their wireless service provider for data sent and received. Check with your wireless service provider for details on these and other applicable charges. Entrants are solely responsible for any such wireless charges.
- b. Complete and submit the online entry form: Access the Sweepstakes application by launching the application, selecting the "Find Your Summer" option in the application's menu and following the instructions to complete and submit an in-application entry form. The entry form may require entrant information, including name, age, gender, email address, and phone number. Incomplete entry forms will not constitute an entry or

submission. Entrant must complete all fields in the online entry form and check the box agreeing to these Official Rules or entry will not be accepted. At the time of entry, entrants may be given the opportunity to opt-in to receive further communications from Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning. If you do not have a smartphone or other device to access the Internet and run the application, you may enter by the mail-in entry method described below.

2. **Mail-in Entry:** To enter by mail, legibly print your name, age, gender, e-mail address, and daytime telephone number on a 3x5 postcard and mail to: "Line 39 Wines Summer Sweepstakes" c/o A Little Bird, 600 N. Brand Blvd., Suite 520, Glendale, CA 91203.

Limit one (1) Entry per person per Sweepstakes Period, regardless of method of entry. All eligible entries received during the Sweepstakes Entry Period, regardless of method of entry, that are otherwise fully compliant with these Official Rules shall be considered "Entries" for purposes of this Sweepstakes. You may only use one (1) email account to enter this Sweepstakes. Entries received from any person or email account in excess of the above stated limitation will be void. Entries will be declared made by the authorized account holder of the email account submitted at time of entry on the entry form. "Authorized account holder" is defined as the natural person who is assigned to an email account by their email service provider. Entries generated by script, macro or other automated means are void.

**WINNER SELECTION/NOTIFICATION/PRIZE CLAIMS:** A potential Grand Prize Winner will be chosen in a random drawing from all eligible Entries received on or about September 30, 2019. The potential Grand Prize Winner will be contacted by telephone and/or email on or about September 30, 2019 (the "Notification"). The potential Grand Prize winner will be required to sign and return, within five (5) days of receipt, an Affidavit of Eligibility/Liability/Publicity Release and an IRS W-9 Form (the "Paperwork") in order to claim the Grand Prize. Potential Grand Prize Winner's guest will also be required to sign and return an Affidavit of Eligibility/Liability/Publicity Release. If a potential Grand Prize Winner fails to return the Paperwork within that time, if the Grand Prize Notification is returned as undeliverable, or if an Entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential Grand Prize Winner will be disqualified and a runner-up Grand Prize Winner may be notified. Even if the name of a potential Grand Prize Winner is publicly announced, the potential Grand Prize Winner must complete all documents provided and be confirmed by Sponsor prior to receiving the Grand Prize. Once a potential Grand Prize Winner has been confirmed by the Sponsor, except where prohibited by law, potential Grand Prize Winner will be deemed the "Grand Prize Winner" and Grand Prize Winner's Entry and acceptance of the Grand Prize constitutes permission for the Sweepstakes Entities to use said Grand Prize Winner's name, photograph, likeness, statements, biographical information and voice on a worldwide basis, and in all forms of media, in perpetuity, without further compensation.

**GRAND PRIZE:** One (1) Grand Prize Winner will receive a trip for two (2) adults to their choice of one of the following destinations: (1) San Francisco, California; (2) Rocky Mountain National Park, Colorado; (3) Kansas City, Missouri, or; (4) Chesapeake Bay, Maryland. The Grand Prize includes the following:

- Round-trip standard economy airfare for two (2) people to the major commercial airport nearest to Winner's chosen destination, as decided by Sponsor. The departing and returning flights will be based out of the major U.S. airport hub closest to each traveler's place of residence, or at the Sponsor's discretion.
- Three (3)-night hotel stay for two (2) guests (double-occupancy, standard room) in a hotel to be chosen by Sponsor.
- A Visa® gift card in the amount of \$1,000, to cover meals and sightseeing, to be used at Winner's discretion.

- Arrival gift basket.

**Winner and guest must each be 21+ with valid identification for travel.** Travel plans must be scheduled and paid for by Sponsor before end of business day December 31, 2019. Approximate Retail Value of Grand Prize: \$3,075. ARV of Grand Prize is calculated as of the date of printing of these Official Rules. Any difference between stated ARV and actual value of Grand Prize will not be awarded. **Alcoholic beverages are not part of the prize.** Odds of winning depend on the total number of eligible Entries received during the Sweepstakes Entry Period.

**PRIZE RESTRICTIONS AND CONDITIONS:** No prize substitution, except at Sponsor's sole discretion or as otherwise provided herein. Prizes are not transferable. All taxes on the prizes are the sole responsibility of the winner. Winner is solely responsible for all other expenses not specified herein, including but not limited to applicable federal, state and local taxes. All costs and expenses not specifically listed as included in the Grand Prize herein are the sole responsibility of the Grand Prize Winner, as applicable, including without limitation, meals, airport transfers, optional excursions, trip protection coverage, hotel extras, phone and internet service, laundry service, in-room movies, personal items, mini-bar, baggage handling, gratuities, special airport fees, 9/11 security fees, and taxes, if any. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen Grand Prize or any component thereof once delivered to the Grand Prize Winner. Any and all activities related to use of the Grand Prize, including, without limitation, aircraft travel, are at the Grand Prize Winner's, and his or her guests' own risk and subject to whatever restrictions are imposed by the entities that govern such activities. The Grand Prize Winner and their guest must be at least 21 years old. The Grand Prize Winner and their guest must each sign and return a travel release before any ticketing of travel occurs. The Grand Prize Winner and their guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. If, in the sole judgment of Sponsor, air travel is not required due to the winner's proximity to the chosen prize destination, then ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the Grand Prize Winner. Airline tickets are non-transferable. Paid upgrades or upgrades using frequent flyer mileage are not available. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing Grand Prize-related services or accommodations. Grand Prize Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for them.

**SWEEPSTAKES RULES OF PARTICIPATION:** This Sweepstakes is subject to all applicable federal, state and local laws. By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sweepstakes Entities are not responsible for lost, late, misdirected, undeliverable, delayed, or incomplete Entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor or the Sweepstakes Administrator which corrupt or affect the administration, security, fairness, integrity or

proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and determine the potential Grand Prize Winner(s) from those Entries received up to the cancellation/suspension date. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**PRIVACY POLICY:** Entrant understands that he or she is providing their information to Sponsor. By entering the Sweepstakes, each entrant acknowledges that his or her first and last name and hometown may be announced online, including on Sponsor's social media channels. Except where prohibited, acceptance of any, and all prizes constitutes consent by the winner to use of his/her name, voice, picture, likeness and biographical data for advertising and promotional purposes without any additional compensation. Each Entrant further hereby acknowledges and agrees that if he or she is chosen as a winner for any prize, certain of his or her identifying information may be disclosed to third parties (at least as required by law), including, without limitation, on an online page listing prize winner(s). Information collected from Entrant will be treated by Sponsor in accordance with Sponsor's privacy policy, available at <https://www.line39wines.com/privacy-policy>, and with due regard to Entrant's privacy. Entrants should be aware that Sponsor may be collecting non-public, personally-identifiable information about them in connection with the operation of the Sweepstakes. Entrants' information will be hosted in the United States.

**NO LIABILITY:** By entering, Entrants and the Grand Prize Winner agree to comply with all Official Rules, as stated and agree to release, discharge, indemnify and hold harmless the Sponsor, its affiliates, and their respective agents, representatives, officers, directors, shareholders, and employees, including the Sweepstakes Entities, from any claims, actions, injury, loss or damage of any kind, including, without limitation, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of any prize. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including, without limitation, compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of or damage to property; and claims of third parties. Entrants agree that Sweepstakes Entities have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied, including, without limitation, the implied warranties of merchantability, title, and fitness for a particular purpose, in fact or in law, relative to this Sweepstakes.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in

connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA. All claims, judgments and awards on behalf of entrant will be limited to lesser of actual out-of-pocket costs incurred or two hundred fifty dollars (\$250). Attorneys' fees will not be awarded or available to entrant, even if entrant proves to be a prevailing party. ENTRANT ACKNOWLEDGES AND AGREES THAT HE OR SHE HEREBY WAIVES AND RELEASES ANY RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION OR PARTICIPATE IN THE SAME.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**WINNER'S NAMES/RULES REQUEST:** To receive a list of Prize Winners or an additional copy of these Official Rules, send a self-addressed, stamped business-size (#10) envelope to be received by November 30, 2019 to: "Line 39 Wines Summer Sweepstakes" c/o A Little Bird, 600 N. Brand Blvd., Suite 520, Glendale, CA 91203. Please specify "Winner List" or "Rules Request." Residents of Vermont may omit return postage.

**SWEEPSTAKES ADMINISTRATOR:** A Little Bird, 600 N. Brand Blvd. Suite 520, Glendale, CA 91203.

**SPONSOR:** O'Neill Beverage Co. LLC, 8418 S. Lac Jac Ave., Parlier, CA 93648.