



Quintessential Wines
1310 2nd. Street
Napa, CA 94559
707-266-5221

2020 GEORGES DUBOEUF BEAUJOLAIS NOUVEAU ARTIST LABEL COMPETITION LEGAL TERMS

No purchase necessary to enter or win “The Georges Duboeuf Label Contest” sponsored by Quintessential, Napa CA 94559. Must be 21 to enter. Open to legal residents of the fifty (50) United States and Washington D.C. Void where prohibited by law. Certain restrictions apply. Please visit www.NouveauLabelContest.com FOR COMPLETE OFFICIAL RULES AND ENTRY INSTRUCTIONS. Contest begins on March 2, 2020 and ends on April 30, 2020. Artwork Submission dates are from 12:00:01 AM EST on March 2, 2020 through 11:59:59 PM EST on April 1, 2020. Voting/judging period begins April 2, 2020 and ends on April 30, 2020. Odds of winning depend on number of entries received. Approximate ARV of all prizes: \$4,900.00 ONLINE ENTRY ONLY.

THE GEORGES DUBOEUF LABEL CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. AFFIDAVIT OF ELIGIBILITY/ RELEASE OF LIABILITY/ ASSIGNMENT AGREEMENT IS REQUIRED.

DESCRIPTION, ELIGIBILITY AND SPONSOR: “THE GEORGES DUBOEUF LABEL CONTEST” is an opportunity for you to enter your original artwork, as further described in these Official Rules (“Artwork”) in a contest sponsored by Quintessential, Napa CA 94559 (the “Sponsor”), to win a prize (the “Contest”). The Contest begins at 12:00:01 AM EST on March 2, 2020 and ends at 11:59:59 PM EST on May 1, 2020 (the “Contest Period”).

ELIGIBILITY: The Contest is open to legal residents of the fifty (50) United States and Washington D.C., who are at least 21 years of age or older as of the start of the Contest Period. No purchase is required to enter or win the Contest. Limit one (1) prize per Entrant. The Contest is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. Employees and officers of Sponsor, its parents and subsidiaries, advertising and promotion agencies and all other persons or entities participating in the design, promotion, marketing, advertising, administration, or fulfillment of the Contest, and their immediate families (spouse, parent, child, sibling and their respective spouses) and persons living in the same household are ineligible to participate in the Contest. Alcoholic beverage industry members and employees are also ineligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations.

HOW TO ENTER THE CONTEST: During the Contest Period, Entrants can view the Official Rules and enter the Contest online by visiting www.NouveauLabelContest.com (the “Website”) and following the links to The Georges Duboeuf Label Contest entry page. There, you will be prompted to complete an online entry form requiring: (1) Entrant’s first and last name, date of birth, email address, street address



and city and state; (2) name of Entrant's Artwork ("Title"); (3) a photograph of Artwork, submitted in JPEG, PDF, or PSD format up to 2MB or via downloadable link ("Photograph"); and (4) attestation that the Artwork and Photograph are all original works, owned exclusively by the Entrant (collectively, "Entry"). The Artwork and Photograph elements in each Entry will collectively constitute the Entrant's "Contest Submission." All required information on the entry form must be completed to enter and to be eligible to win. Entrants may enter the Contest up to five (5) times, with up to five (5) unique Contest Submissions. There will be only one (1) round of submissions for this Contest. Duplicate Entries will disqualify all such Entrants. In the event of a dispute regarding the number of Entries received from an Entrant, the decision of Sponsor shall control and be binding. Only online Entries submitted through the Website or emailed to nouveaulabelcontest@gmail.com will be accepted for the Contest. No hand or mail-in deliveries will be accepted. Incomplete, garbled, corrupted or otherwise illegible Entries are void and will not be accepted. Sponsor reserves the right to disqualify false Entries or Entries suspected of being false in its sole and absolute discretion. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the e-mail account governing the e-mail address was opened. The Selected Winning Entries become the property of Sponsor and will not be acknowledged or returned. By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules, the entry form (the "Entry Form"), and the decisions of Sponsor, which shall be final and binding in all respects.

THE GEORGES DUBOEU F LABEL CONTEST SUBMISSION REQUIREMENTS:

The Artwork included in your Contest Submission:

Must be an original photograph, drawing, illustration, or painting;

Must be completely original, i.e., entirely of your own design and creation, without the added artistic expression of, or collaboration with, anyone other than the Entrant, and without being copied from any pre-existing materials or designs of anyone other than the Entrant;

Must not comprise or include any intellectual property, including trademarks, trade dress, or copyrights, that is owned by any person or entity other than Entrant or Sponsor;

Must not contain material that either violates or infringes another's rights, including, but not limited to, rights of privacy, publicity or intellectual property, or that otherwise constitutes copyright or trademark infringement;

May not depict children or items especially appealing to children;

Must not contain material that, in Sponsor's sole discretion, is sexually explicit or suggestive, inappropriate, indecent, offensive, obscene, profane, hateful, tortuous, derogatory, defamatory, or vulgar, or that promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;

Must not have previously received any award or formal public recognition based on artistic achievement;

Must not advertise or promote any product of any kind (except for Sponsor's products), or contain any personal identification, including, but not limited to, license plate numbers, personal names, e-mail addresses or street addresses, nor the likeness of any identifiable person (unless the Entrant has a release or other legal right to use the likeness);



Must not contain material that is unlawful, in violation of, or contrary to, the laws or regulations in any state where a Contest Submission is created;

Must not promote underage drinking, drugs, tobacco or firearms;

Must not disparage Sponsor, or any other person or party affiliated with the Contest; and

Must not communicate messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

Sponsor reserves the right to disqualify any Contest Submission that does not comply with the submission requirements listed above, or that is otherwise objectionable or inappropriate, or which otherwise does not comply with these Official Rules or the Terms and Conditions of Use of the Website. Any communication or information transmitted to the Sponsor, and/or the Website by mail, e-mail, or otherwise, is and will be treated as non-confidential and nonproprietary.

Once submitted, an Entry is final and may not be altered or edited. Sponsor reserves the right to waive any of the requirements set forth herein in its sole and absolute discretion. Entrants are advised to retain copies of their Entries for their records because no Entry will be acknowledged or returned. Entries must be received during the Contest Period, the beginning and ending of which shall be determined according to Sponsor's internal time clock. Proof of submitting any Entry is not considered proof of delivery to or receipt of such Entry by Sponsor. Furthermore, Sponsor shall have no liability for any Entry that is lost, intercepted, or not received by the Sponsor.

JUDGING OF CONTEST SUBMISSIONS: On or about April 7, 2020 a panel of judges chosen by Sponsor whose qualifications may include experience in design, advertising, marketing, or other creative or artistic fields ("Selection Panel") will judge all eligible Contest Submissions based on the following criteria ("Judging Criteria"): (1) Overall Creativity + Visual Appeal – one hundred (100) points possible. Points will be awarded by each judge in his or her sole discretion, based on an application of the criteria to the Contest Submissions. An investment of time or money by an Entrant does not necessarily equate to a high score from the Selection Panel. The total points awarded to each Entrant by the Selection Panel will be the Entrant's "Selection Panel Score." The Entrants with the highest Selection Panel Scores above ninety (90) points (up to a total of fifteen (15) Entrants) will be deemed potential finalists, subject to verification ("Finalists") and their Contest Submissions will advance to the final round (as described below). In the event that fewer than fifteen (15) eligible Contest Submissions are received during the Contest Period, all eligible Contest Submissions with a total Selection Panel Score above ninety (90) points will advance to the final round. In the event of a tie in judging, the tie-breaker will be based upon the highest score in the first judging criterion set forth above, continuing thereafter to each judging criterion in the order set forth above, as needed, to break the tie. In the event that a tie in judging still remains, a new judge, selected by the Sponsor in its sole and absolute discretion, will judge the tied entries based on the Judging Criteria set forth above.

FINALIST PUBLIC VOTING: The potential Finalists will each be contacted by e-mail on or around April 16, 2020 ("Notification") within approximately twenty-four (24) hours of being selected as a potential Finalist and must respond as directed, within forty-eight (48) hours, or as specified by Sponsor. Each potential Finalist must complete an affidavit of eligibility and liability/ publicity release/ creative assignment agreement ("Release") and send his or her Artwork to Sponsor within the time and in the manner specified to move on to the Finalist Judging Phase and be eligible for a prize. Sponsor requires inspection of the Finalist Artwork and shall retain Artwork if it is deemed a Finalist and is awarded a



prize. Sponsor will pay reasonable shipping costs, in Sponsor's sole and absolute discretion. Sponsor will not return any such Finalist Submissions. Failure to return a completed Release along with any other documents required to be executed by Sponsor hereunder, or to ship the Artwork as specified, will result in disqualification and forfeiture of any prize. Any misrepresentation of the Entrant's Contest Submission will also result in disqualification and forfeiture of any prize. Alternate Finalists may be selected among the remaining Contest Submissions with the next highest Selection Panel Score, in Sponsor's sole and absolute discretion. Any such Alternate Finalist will be required to respond (as directed) within forty-eight (48) hours and to comply with all the requirements of this section. If less than fifteen (15) Finalists can be certified by April 16, 2020 then not all of the Finalist Prizes will be awarded.

On or about April 16, 2020, eligible Finalists' Contest Submissions will be placed by Sponsor onto the Website for public voting. Sponsor reserves the right to change the Title of any Entrant's Artwork before posting it on the Website. Visitors to the Website will have an opportunity to participate by reviewing the Contest Submissions and casting two (2) votes for their favorite – one (1) vote on Facebook and one (1) vote on Instagram. The public voting phase will occur from April 16, 2020 at 12:00:01 AM EST, until 11:59:59 PM EST April 30, 2020 which shall be determined according to Sponsor's internal time clock ("Public Voting Period"). Sponsor reserves the right to void all votes made through any script, macro, robotic, automatic, mechanical, programmed or similar duplication method. Any attempt by any Entrant / Finalist and/or his or her respective family or friends to vote more than the number of times authorized herein, using multiple names and/or email addresses and/or any other fraudulent mechanism, as determined by the Sponsor in its sole and absolute discretion, shall give the Sponsor the right to disqualify the Entrant / Finalist in Sponsor's sole and absolute discretion. Any attempt by any person to fraudulently circumvent the voting restrictions in order to cast multiple votes will result in disqualification of all such votes received and may result in disqualification of the Entrant / Finalist for whom the improper votes were received.

At the end of the Public Voting, the Sponsor will tally the public votes cast for each Finalist's Contest Submission. The Finalist with the greatest number of public votes will be awarded up to fifteen (15) points. The Finalist with the second-greatest number of public votes will be awarded up to fourteen (14) points; the Finalist with the third-greatest number of votes will be awarded up to thirteen (13) points, and so on, with each successive Finalist being awarded one point less than the preceding Finalist with the nearest number of public votes. The points awarded in the Public Voting will be the Finalists' Public Vote Score.

GRAND PRIZE FINALIST JUDGING: The Grand Prize Finalist will be chosen by the Selection Panel after the close of the Public Voting Period, but no later than April 30, 2020 ("Grand Prize Finalist Judging Period"). The one (1) Finalist who receives the highest total score from combining the Selection Panel Score with the Public Vote Score will be the potential Grand Prize Winner, subject to verification. The one (1) Finalist who receives the second highest total score from combining the Selection Panel Score with the Public Vote Score will be the potential First Prize Winner, subject to verification. No more than one (1) Grand Prize Winner and one (1) First Prize Winner may be selected. In the event of a tie resulting in more than one (1) Finalist receiving the highest or second highest score, the Selection Panel will break the tie by voting amongst themselves for the most creative Finalist Contest Submission among the tied Finalist Contest Submissions, and the Entrant who submitted that Finalist Contest Submission will be deemed the winner of that respective prize. The Grand Prize Winner will receive \$3,450, and their Artwork will be used on the label of the 2020 Georges Duboeuf Beaujolais Nouveau. The First Prize Winner will receive \$1,450, and their Artwork may, in Sponsor's sole discretion, be used on private label



bottlings of 2020 Georges Duboeuf Beaujolais-Nouveau, but is not guaranteed on the label of any 2020 Georges Duboeuf Beaujolais- Nouveau.

The Grand Prize and First Prize Winners will be contacted by e-mail on or around May 1, 2020 (“Prize Notification”) and will be required to respond (as directed) by May 7, 2020. A Grand or First Prize Winner’s failure to respond timely to the Prize Notification will result in forfeiture of the Grand or First Prize, respectively, and in such case, the Finalist who submitted the Contest Submission with the next highest combined Selection Panel Score and Public Vote Score may be named as the alternate winner of the respective prize (“Alternate Prize Winner”), in Sponsor’s sole and absolute discretion. Any Alternate Prize Winner will be required to respond (as directed) within forty-eight (48) hours. A potential Grand Prize Winner who forfeits the Grand Prize is ineligible for the First Prize.

Sponsor is not responsible for any change in an Entrant’s mailing address, email address and/or telephone number. Except where prohibited by law, the Release will state that such Contest Winner agrees to allow Sponsor to use (without additional compensation) his or her name, city and state, photograph, testimonial, Contest Submission, likeness and/or biographical information for purposes of advertising and promotion in any and all current and future media outlets (including, without limitation, posting on Sponsor’s website(s) and affiliated website(s) and point-of-sale or other advertising materials). The Contest Winners may also be required to provide proof of identity, including name, age, birth date, social security number, current address and phone number. Unless restricted by law, the Contest Winners will be required to complete and return the Release and to ship their Artwork to Sponsor within seven (7) calendar days of the Notification, or as otherwise specified by Sponsor. The prize may be forfeited, and in such case, an Alternate Contest Winner(s) may be selected as described herein if a Contest Winner: (i) cannot be reached; (ii) does not respond to the Notification within the time period described above; (iii) fails to adequately complete and sign the Release and provide any other document(s) as required by Sponsor and/or fail to ship the Artwork to Sponsor in a timely manner; or (iv) cannot accept or receive the prize for any reason. Non-compliance with these Official Rules may result in disqualification and selection of an Alternate Finalist or Grand Prize Winner.

CONTEST PRIZES (2): One (1) First Prize of \$1,450 will be awarded (“First Prize”) to one (1) First Prize Winner, and one (1) \$3,450 prize (“Grand Prize”) will be awarded to one (1) Grand Prize Winner (collectively “Contest Winners”).

Sponsor may, in its sole discretion, feature or include the Grand Prize and First Prize Winners’ Contest Submissions and/or one or more of the Finalists’ Contest Submissions in advertising or other promotional programs or materials intended to draw public attention to the Entrant(s)’ artistic talent and to promote the selected Entrant(s) to the public.

Approximate retail value (“ARV”) of one (1) First Prize: \$1,450; ARV of one (1) Grand Prize is \$3,450.

Total ARV of all Prizes is \$4,900. The Contest Prizes do not contain alcoholic beverages. Federal and state income taxes may apply and are the sole responsibility of the Contest Winners, regardless of whether the prize is used in part or in whole. Any and all expenses not specifically stated as being included are excluded, and are the responsibility of the Contest Winners. No assignment, transfer, cash redemption, or substitution of the Contest Prizes is permitted, but Sponsor reserves the right to substitute a prize for one of comparable or greater value. If no Contest Winners can be certified by May 15, 2020 then no prizes will be awarded.



ODDS: Odds of winning a prize depend on the number of eligible entries received.

LICENSE: BY SUBMITTING A CONTEST SUBMISSION, ENTRANT ACKNOWLEDGES THAT HIS OR HER PERSONAL INFORMATION AND CONTEST SUBMISSION MAY BE POSTED ON THE SPONSOR'S WEBSITES AND SPONSOR'S PAGES/ APPLICATIONS ON SOCIAL MEDIA CHANNELS, AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, IN SPONSOR'S DISCRETION. By submitting an Entry/ Contest Submission, Entrant hereby grants Sponsor and its successors, assigns, and licensees, a worldwide, perpetual, exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, adapt, modify, transmit, distribute, create derivative works from and display Entrant's Contest Submission, in any and all media, in whatever form or manner (including without limitation the exclusive, irrevocable, unlimited, sub-licensable right and license to photograph, film, publish, or broadcast, the Contest Submission), in whole or in part, and for any legal purpose whatsoever, now known or that may become known in the future, without consideration to the Entrant in the Contest Submission in any way, during or after the conclusion of the Contest. Entrant represents and warrants that he or she has not entered into any prior agreements that would limit his or her ability to grant the rights described herein, nor has Entrant granted to any third party any of the rights described herein. Entrant further represents that he or she has the unfettered right and authority to grant these rights and make these representations. Sponsor is not responsible for any unauthorized third party use of any Contest Submission, nor shall Sponsor, or any party acting on any of their behalf, be responsible for any claims, losses, damages, costs, penalties, fees or other liabilities which may be incurred by any party in connection with Sponsor's use of the Contest Submission as permitted hereunder. Each Entrant irrevocably waives any and all so-called moral rights he or she may have in the Contest Submission submitted by him or her.

ASSIGNMENT OF RIGHTS / PUBLICITY RELEASE: In return for being eligible to receive a monetary prize (regardless of whether such prize is actually awarded or accepted), and for no other consideration whatsoever, all Finalists (and Alternate Finalists, as applicable) will, and hereby do, irrevocably assign to Sponsor all rights, title, and interests they have in their Contest Submissions and all likenesses and photographs thereof, including the right to sue for past infringement. By virtue of this assignment, Finalists (and Alternate Finalists, as applicable) understand and agree that they have no ownership or other rights in their Contest Submissions, and that Sponsor may use their Contest Submissions for any purpose whatsoever, including without limitation, commercial (including sales of the Contest Submissions, or derivatives, photographs, or replicas thereof), advertising (including point-of-sale materials), and promotional purposes as well as on or in connection with the Website, the Contest or other promotions, and hereby releases the Sponsor from any liability with respect thereto, except where prohibited by law. Further, Finalists (and Alternate Finalists, as applicable) hereby grant Sponsor and its successors, assigns, and licensees, a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable license to use his or her name, city and state, photograph, testimonial, likeness and/or biographical information in connection with the Contest Submissions for no other consideration whatsoever.

REPRESENTATIONS AND WARRANTIES: A Contest Submission must be the original work of the Entrant, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Entrant warrants and represents that his or her Contest Submission: (1) is an original work of Entrant and does not contain material or artistic expression



owned by anyone other than Entrant or Sponsor; (2) does not contain or use trademarks, trade dress, logos or copyrights owned by anyone other than Entrant or Sponsor; and (3) does not use the name or likeness of any persons other than Entrant. By submitting an Entry, Entrant warrants and represents that he or she consents to the submission, use and exhibition of the Contest Submission in the manner set forth in these Official Rules. Entrant further warrants and represents that he or she holds no interest in any alcoholic beverage license of any kind issued by any state or governmental agency and is not employed in any capacity by a business holding such a license.

DATES & DEADLINES/ ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.

NATURE OF RELATIONSHIP/ WAIVER OF EQUITABLE RELIEF: Each Entrant hereby acknowledges and agrees that submission of an Entry is gratuitous and made without restriction and the relationship between the Entrant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to provide an Entry to Sponsor for purposes of the Contest does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of an Entry, except as provided herein. Each Entrant further acknowledges that Sponsor is free to disclose the ideas contained in the Entry/Contest Submission on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the Entrant as provided for by these Official Rules and that by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than Entrant. Each Entrant acknowledges and agrees that the Sponsor does not now have, and shall not have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Entrant's copyright in and to his or her Contest Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of the Contest, including without limitation, each of the Sponsor's use of any Contest Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief.

PRIVACY POLICY: SPONSOR AGREES TO USE ALL PERSONAL INFORMATION SUBMITTED BY ENTRANTS ONLY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, AND FOR THE PURPOSES OF THE OPERATION OF THE CONTEST. EACH ENTRANT ACKNOWLEDGES THAT IF S/HE IS CHOSEN AS A CONTEST WINNER, 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 WINNERS.

GENERAL LIABILITY RELEASE: If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole and absolute discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Contest prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable.



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Sponsor and its affiliates, together with the respective directors, officers, employees, licensees, attorneys and agents of each, including without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the “Released Parties”) assume no responsibility 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. Sponsor and the other Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any discontinuance of the promotion mandated by a third party service provider, or any combination thereof, including any injury or damage to Entrant’s or any other person’s computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen Contest Submissions or notifications. Entrants further agree that the Released Parties shall not be responsible or liable for any losses, damages, or injuries of any kind resulting from the Contest, or any Contest-related activity. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

LIABILITY RELEASE: As a condition of entering, Entrants agree (and agree to confirm in writing): (a) to release Sponsor, and each of its affiliates, parent corporations, subsidiaries, retailers, sales representatives, distributors and advertising and promotional agencies, and each of their officers, directors, employees and agents (“Promotional Parties”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize or use of the Contest Submission as specified herein; (b) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, any punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs.

CHOICE OF LAW: By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of laws principles. By participating in the Contest, Entrants consent to the sole jurisdiction and venue of the federal, state and local courts located in San Francisco County, California.

FORCE MAJEURE: In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including, but not limited to, fire, tsunami, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or any tampering or interference by an individual or entity causing disruption to the operation of the Contest or Website, or other cause not reasonably within Sponsor’s control (each a



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“Force Majeure” event or occurrence), then subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the end of the Contest Period due to a Force Majeure event, Sponsor will (if possible) select the Contest Winner(s) from all eligible, non-suspect Contest Submissions received as of the date of the Force Majeure event giving rise to the termination, but Sponsor reserves the right to terminate the Contest without awarding prizes.

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.

INDEMNIFICATION: Entrant agrees to indemnify and hold harmless Sponsor against any and all claims, actions or proceedings of any kind brought by any person or entity, from any and all damages, liabilities, costs, and expenses, including attorney’s fees, relating to or arising out of any breach or alleged breach of any of Entrant’s obligations, warranties or representations hereunder or any violation by Entrant of the Official Rules and Content Restrictions agreed to herein, as well as for any negligence or willful misconduct on the part of Entrant. Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor expressly reserves the right to disqualify any Entrant who holds any interest in an alcoholic beverage license of any kind issued by any state or federal governmental agency, or who is employed in any capacity by a business holding such a license, where such interest or employment renders the Entrant ineligible to participate under applicable law. If any portion of an Entry is deemed disqualified, the entire Entry will be disqualified. Sponsor may in its sole discretion disqualify Entries for which intellectual property claims, including those under the Digital Millennium Copyright Act are received and remove any such Entry or component thereof from the Website.

WINNERS LIST/ OFFICIAL RULES: To obtain a copy of the winners list for The Georges Duboeuf Label Contest, send a self-addressed stamped envelope to Quintessential Wines, 1310 Second Street, Napa CA 94559. All such requests must be received no later than June 1, 2020. These Official Rules and the names of the Grand and First Prize Winners will be posted on the Website.

I, the undersigned, acknowledge that I have reviewed and agree to the terms outlined in the document above.

Date: _____

Name (Printed): _____

Signature: _____