

## 2017 NEW AGE TINCHO SNAP AND SHARE SWEEPSTAKES

### OFFICIAL RULES

**MUST BE 21 TO ENTER. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. AFFIDAVIT OF ELIGIBILITY/ RELEASE OF LIABILITY AGREEMENT REQUIRED. VOID WHERE PROHIBITED.**

**DESCRIPTION AND SPONSOR:** The 2017 New Age Tincho Snap and Share sweepstakes (the "Sweepstakes") begins at 12:01 a.m. Pacific Time ("PT") on JULY 1, 2017 and ends at 11:59 p.m. PT on AUGUST 31, 2017. The Sweepstakes is sponsored by Quintessential, Napa CA (the "Sponsor").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY who are at least 21 years of age or older as of the start of the Sweepstakes Period. No purchase is required to enter or win the Sweepstakes. No more than one (1) entry per natural person/email address/phone number. Limit one (1) prize per natural person/household. 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 Sweepstakes, and their immediate families (i.e., spouse, parent, child, sibling and their respective spouse) and persons living in the same household of each are ineligible to participate in or win the Sweepstakes. Alcoholic beverage industry members and employees are ineligible to participate. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, Entrants can view the Official Rules by visiting [www.quintessential.com](http://www.quintessential.com) (the "Website"). There is one entry method for the Sweepstakes (the "Entry Method"). **Entrants must register prior to being able to use the Entry Method.** To register, go to the Website, provide your date of birth, state of residence, name, address, and e-mail address and follow the on-screen instructions. **No more than one (1) entry per person/household/email address/mobile device number per day.** Multiple daily entries will automatically result in disqualification. Participants may not enter with multiple e-mail addresses. No alterations or forged entries are permitted.

**The Entry Method:** During the Sweepstakes Period, snap a photo of you and your friends having fun. Entry is via Facebook®, or Instagram®. You must be a registered member of Facebook® or Instagram® in order to use those sites for the Entry Method. Memberships on Facebook® or Instagram® are free. Registration for Facebook® or Instagram® can be obtained by going to the respective website and entering the required information to register, or by downloading the application from an App Store and following the application's onscreen instructions to open an account.

- Instagram® (a) become a follower of @newagewine on Instagram®; (b) tag and caption a photograph of you and your friends having fun (a "Photograph"); (c) share the Photograph via Instagram®. Your shared post must include the #newagetincho #newagetinchosweepstakes hashtag.
- Facebook® (a) like <https://business.facebook.com/NewAgeWines> on Facebook®; (b) tag and caption a Photograph; (c) post the Photograph on Facebook®. Your post must include the Photograph and the #newagetincho #newagetinchosweepstakes hashtag.

Sponsor is not responsible for technical difficulties or Internet service disruptions or other equipment or service issues which might affect the Website, an on-line user's ability to enter and qualify, or the ability of Sponsor to notify the winners. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, incomplete, entries or other Sweepstakes materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted and entrants may not use any other device or artifice to enter in excess of the number of entries allowed. All entries become the property of Sponsor and will not be returned.

The Photograph will constitute the entrant's "Sweepstakes Submission." All required information on the entry form on the Website must be completed to enter and to be eligible to win. You will receive one (1) Entry into the Sweepstakes, upon successful completion of your registration and your Entry Method on any day during the Sweepstakes Period. Only one (1) Entry per person per day during the Sweepstakes Period is allowed. Duplicate or multiple daily 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 will be accepted for the Sweepstakes.** No hand, mail-in or e-mail 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. Entries become the property of Sponsor, are subject to Sponsor's privacy policy, and will not be acknowledged or returned. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these Official Rules, the Terms and Conditions of Use of the Website, all of the terms and privacy terms of Instagram® and Facebook®, where applicable, and the decisions of Sponsor, which shall be final and binding in all respects.

#### THE SWEEPSTAKES SUBMISSION REQUIREMENTS:

The Photograph included in your Sweepstakes Submission:

- Must be completely original, *i.e.*, entirely of your own design and creation, without 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 been published;
- 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 Sweepstakes Submission is created;
- Must not promote underage drinking, drugs, tobacco or firearms;
- Must not contain the name/logo of any alcohol beverage retailer, including in the background;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages gambling, including without limitation, any content related to online casinos, sports books, bingo or poker; nor the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
- Must not disparage Sponsor, or any other person or party affiliated with the Sweepstakes; and
- Must not communicate messages inconsistent with the positive images and/or goodwill to which Sponsor wish to associate.

Sponsor reserves the right to disqualify any Sweepstakes 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. 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, a Sweepstakes Submission 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 Sweepstakes 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.

**DRAWING AND NOTIFICATION:** The winners of the Sweepstakes prizes ("Prize Winners") will be selected from among all eligible entries received in a random drawing on or around a weekly basis by Sponsor, whose decisions are final and binding in all matters relating to the Sweepstakes. Odds of winning will depend on the total number of eligible entries received. The potential Prize Winners will be notified by phone or email and will be required to provide any document Sponsor may reasonably require, within a specified time. Sponsor is not responsible for any change to an entrant's mailing address, email address and/or telephone number. In any document, Sponsor may require that the Prize Winners agree to allow Sponsor to use (without additional compensation) his or her name, city and state, and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor's website(s) and affiliated website(s)). The Prize Winners may also be required to provide proof of age, date of birth, social security number, current address and phone number. A failure to timely return required documentation will result in forfeiture of the prize. The return of a prize notification as undeliverable or a potential Prize Winner becoming disqualified for any reason will also result in forfeiture of the prize. Federal and state income taxes may apply and are the sole responsibility of the Prize Winners, regardless of whether the prize is used in whole or in part. Any and all expenses not specifically stated as being included are excluded, and are the responsibility of the Prize Winners. The Prize Winners will not receive cash or any other form of compensation. No assignment, transfer, cash redemption, or substitution of the Sweepstakes Prizes is permitted, but Sponsor reserve the right to substitute a prize or prize component for one of comparable or greater value should any prize become impracticable to award or unavailable for any reason. Non-compliance with these Official Rules may result in disqualification and selection of alternate Prize Winners from among the remaining eligible entries. The alternate Prize Winner(s) will be required to respond as directed. If any Prize Winner, including alternates as described under "Drawing and Notification" cannot be certified by September 10, 2017, then the Sweepstakes Prizes will not be awarded.

**THE SWEEPSTAKES PRIZES:** New age branded items including, t-shirts, tank tops, visors, tote bags, GoVino glasses, Stainless Cups, beach balls, beach towels and beach umbrellas.

**APPROXIMATE RETAIL VALUE ("ARV") OF THE SWEEPSTAKES PRIZES:** Total ARV of all prizes is \$250. ARV of prizes calculated as of the date of printing of these Official Rules. Actual value may vary. Any difference between stated ARV and actual value of any prize will not be awarded.

**PRIZE CONDITIONS:** The Sweepstakes Prizes do not include alcoholic beverages. Sponsor reserves the right to make all selections regarding the contents of the Sweepstakes Prize. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Neither Sponsor nor any of their prize suppliers will replace any lost or stolen Sweepstakes Prize or any component thereof once delivered to the Prize Winners. NEITHER SPONSOR NOR ITS REPRESENTATIVES MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (UNLESS SPONSOR ELECTS TO PROVIDE ANY PRIZE RECIPIENT WITH ANY EXPRESS WRITTEN WARRANTIES). FURTHER, SPONSOR SHALL NOT ASSUME ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT ACKNOWLEDGES THAT HIS OR HER FIRST

AND LAST NAME AND HOMETOWN MAY BE ANNOUNCED ONLINE. EACH ENTRANT FURTHER ACKNOWLEDGES 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).

**LIMITATIONS OF LIABILITY:** Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete, illegible or indecipherable entries due to, among other things, system errors or failures or otherwise, or faulty transmissions or other telecommunications malfunctions, bugs and/or problems related to the online entry; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (e) technical or human error that may occur or be encountered by entrants in the entry process, or by Sponsor in the administration of the Sweepstakes or the processing of entries, including computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature; or (f) any injury or damage to persons or property (including death) which may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Sweepstakes or receipt or use of any prize. Sponsor may disqualify or prohibit an entrant from participating in the Sweepstakes or receiving any prize if, in Sponsor's sole discretion, Sponsor determines or suspects that such entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unsafe or unfair playing practices (including the use of automated quick entry programs, or creating aliases to register more than once) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other similar or dissimilar causes beyond the sole and reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper, safe and fair conduct of the Sweepstakes, then Sponsor reserves the right, exercisable at any time in Sponsor's sole discretion, to cancel, terminate, modify or suspend all or any part of the Sweepstakes. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. CAUTION: ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE UNRESTRICTED RIGHT, EXERCISABLE AT ANY TIME IN SPONSOR'S SOLE DISCRETION, AND WITHOUT WAIVER OF OR LIMITATION ON ANY OF SPONSOR'S OTHER AVAILABLE LEGAL AND/OR EQUITABLE RIGHTS AND REMEDIES, TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM AND AGAINST ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

**LICENSE:** BY SUBMITTING A SWEEPSTAKES SUBMISSION, ENTRANT ACKNOWLEDGES THAT HIS OR HER PERSONAL INFORMATION AND SWEEPSTAKES 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 a Sweepstakes Submission, entrant hereby grants Sponsor and its successors, assigns, and licensees, a worldwide, perpetual, exclusive, irrevocable, royalty-free, sublicenseable (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 Sweepstakes 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 Sweepstakes 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 Sweepstakes

Submission in any way, during or after the conclusion of the Sweepstakes. 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 Sweepstakes Submission, nor shall Sponsor, or any party acting on its 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 Sweepstakes Submission as permitted hereunder. Each entrant irrevocably waives any and all so-called moral rights he or she may have in the Sweepstakes Submission submitted by him or her.

**ASSIGNMENT OF RIGHTS / PUBLICITY RELEASE:** In return for being eligible to receive a prize (regardless of whether such prize is actually awarded or accepted), and for no other consideration whatsoever, all entrants will, and hereby do, irrevocably assign to Sponsor all rights, title, and interests they have in their Sweepstakes Submissions and all likenesses and photographs thereof, including the right to sue for past infringement. By virtue of this assignment, Entrants understand and agree that they have no ownership or other rights in their Sweepstakes Submissions, and that Sponsor may use their Sweepstakes Submissions for any purpose whatsoever, including without limitation, commercial (including sales of the Sweepstakes 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 Sweepstakes or other promotions, and hereby releases the Sponsor from any liability with respect thereto, except where prohibited by law. Further, Entrants hereby grant Sponsor and its successors, assigns, and licensees, a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicenseable (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 Sweepstakes Submissions for no other consideration whatsoever.

A Sweepstakes 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 Sweepstakes 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 a Sweepstakes Submission, entrant warrants and represents that he or she consents to the submission, use and exhibition of the Sweepstakes Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website. 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.

Each entrant hereby acknowledges and agrees that submission of a Sweepstakes Submission 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 a Sweepstakes Submission to Sponsor for purposes of the Sweepstakes 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 a Sweepstakes Submission, except as provided herein. Each entrant further acknowledges that Sponsor is free to disclose the ideas contained in the Sweepstakes 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 Sweepstakes Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of the Sweepstakes, including without limitation, Sponsor's use of any Sweepstakes Submission or other material submitted in connection with the Sweepstakes, 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.

**LIABILITY RELEASE:** As a condition of entering, each entrant agrees (and agrees to confirm in writing) as follows: (a) to release Sponsor, its affiliates, subsidiaries, retailers, sales representatives, distributors and advertising and promotional agencies, Facebook, Inc., and Instagram, LLC, 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, including any travel related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, 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 Sweepstakes, 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 the Sweepstakes, 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 Sweepstakes shall be governed by laws of the State of California, without giving effect to any choice of law or conflict of laws principles. By participating in the Sweepstakes, entrants consent to the jurisdiction and venue of the federal, state and local courts located in San Francisco, California.

**FORCE MAJEURE:** In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including, but not limited to, fire, flood, tsunami, 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 Sweepstakes or Website, or other cause not reasonably within Sponsor's control (each a "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 Sweepstakes. If the Sweepstakes is terminated before the end of the Sweepstakes Period, Sponsor will (if possible) select the winners from all eligible, non-suspect Sweepstakes Entries received as of the date of the Force Majeure event giving rise to the termination.

**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.

**WINNERS' LIST/ OFFICIAL RULES:** These Official Rules and the Prize Winners from the Sweepstakes will be posted on the Website. Questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor.

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