

K-J 30TH ANNIVERSARY PINTEREST CONTEST OFFICIAL RULES

1. **ELIGIBILITY:** The “K-J 30TH ANNIVERSARY PINTEREST CONTEST” (“Contest”) is open to legal residents of the United States and the District of Columbia who are at least 21 years of age, have Facebook and Pinterest accounts and Internet access prior to the Contest start date (“Contestants”). This Contest is sponsored by Kendall-Jackson Winery, 425 Aviation Blvd., Santa Rosa, CA 95403 (“Sponsor”). Employees, officers, directors, agents, representatives of Sponsor, the legal, promotion and advertising agencies of any aforementioned entity, and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity, and individuals employed in the alcoholic beverage industry are not eligible. This Contest is void outside of the United States, 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. This Contest is subject to all applicable federal, state and local laws. **NO PURCHASE REQUIRED TO ENTER OR WIN.**

2. **MANDATORY SOCIAL MEDIA DISCLOSURE:** This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Pinterest. You are providing your information to Sponsor and not to Facebook or Pinterest. The information you provide will only be used for administering this Contest and for marketing purposes in accordance with Sponsor’s privacy policy, located at <http://www.kj.com/privacy-policy>.

3. **CONTEST PERIOD:** The Contest Submission Period begins on July 1, 2013 at 9:00 a.m. Pacific Daylight Time (“PDT”), and ends on July 31, 2013 at 5:00 p.m. PDT (the “Contest Submission Period”). **ALL ENTRIES MUST BE SUBMITTED DURING THE CONTEST SUBMISSION PERIOD.** By participating, Contestants agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on matters relating to this Contest.

Only one submission per natural person per email address.

4. **HOW TO ENTER:** Online Submissions only, according to the Submission Guidelines section contained in these rules (“Submission Guidelines”).

- A. To enter, you must have a Facebook account during the Contest Submission Period. You may create a Facebook account by accessing Facebook at www.facebook.com and following the instructions to create an account for free. Information you provide to Facebook to open an account is subject to Facebook's privacy policy, located at <https://www.facebook.com/about/privacy/>.

You must also have a Pinterest account. You may create a Pinterest account by accessing Pinterest at <http://pinterest.com> and following the instructions to create an account for free. Information you provide to Pinterest to open an account is subject to Pinterest's privacy policy, located at <http://about.pinterest.com/privacy/>.

- B. To create a submission for the Contest, create a Pinterest board entitled "K-J Friend-iversary" ("Contest Submission Pinboard" or "Submission"). Your Contest Submission Pinboard must illustrate, through the use of pinned images, your Friend-iversary ideas, where you celebrate your friends and the times you have had together. This can include but are not limited to: thirty (30) things you plan to do with your friends this year, planning an anniversary party, and memories of long friendships. Each Contestant's Submission must contain thirty (30) pins, including the "Pin to Win" pin provided on the K-J 30th Anniversary Pinterest board, located at <http://pinterest.com/kjwines/k-j-friend-iversary-contest/>.

- C. You have a Facebook account, a Pinterest account and your Submission. Next, to enter this Contest, please access Sponsor's Facebook page located at <http://www.facebook.com/kjwines/> and then click on the "Like" button (if you have previously "liked" Sponsor's Facebook Page, you will not be required to repeat this action for entry). When the Facebook permissions box opens, you must click yes to allow the application to access your information described on the box. Once you have "liked" Sponsor's Facebook Page, access the Contest entry form at the tab titled, "K-J 30th Anniversary Pinterest Contest." Complete all of the required fields in the entry form and include a link to your Contest Submission Pinboard. **You must provide a link to your Submission in order to be eligible to win the contest.**

All contact information must be current, accurate and valid. Online Submissions must be received no later than July 31, 2013 at 5:00 p.m. PDT according to Sponsor's time. No other methods of delivery will be accepted, including submission by email. All entries received by the end of the Submission Period that are complete and otherwise qualified will be

eligible to win (“Qualified Submissions”). Sponsor reserves the right to disqualify any Contestant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. All Submissions become the sole property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for incomplete, late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, or unintelligible submissions, and those submissions are void and will not be accepted. Sponsor is also not responsible for any problems, bugs or malfunctions Contestants may encounter when seeking to enter their Submissions.

- 5. SUBMISSION GUIDELINES:** Your Submission should convey to us, through the use of pinned images, your ultimate Friend-iversary ideas. Submission should be creative and original. By entering the Contest, you represent and warrant that your Submission is entirely your original work, owned by you, or otherwise authorized. If, in the sole discretion of Sponsor, your Submission constitutes copyright infringement, the Submission will be disqualified. Contestant agrees to indemnify Sponsor against any and all claims of infringement from any third party for any use by Sponsor of the Submission. Contestants may not be: 1) represented under contract that would limit or impair Sponsor’s ability to use the Submission in any media form; 2) under a merchandising agreement; and 3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this promotion, or from allowing Sponsor to use royalty-free, the Submission worldwide in all media in perpetuity.

No Submission may depict any offensive or obscene subject matter as determined in Sponsor’s sole discretion. No Submission may depict a licensed alcoholic beverage retailer or its associated trade dress. No Submission shall portray Sponsor in a negative light. All Submissions should be adult-oriented, socially responsible, and in good taste. No photos of individuals under age 21 may be used as part of Contestant’s submission. Pinterest boards containing photos of people who appear to be younger than 25 may be excluded as eligible entries. Sponsor reserves the right to exclude any Submissions that it believes do not meet the above criteria, at our sole discretion.

You may receive communication from Sponsor after submitting your Submission. Whether or not you receive any such notification shall not constitute notification of winning, eligibility, confirmation of receipt of your Submission, or in any way affect your chances of winning.

- 6. JUDGING AND NOTIFICATION:** Judging will be completed in two (2) rounds. All entries will be prescreened to insure the entries have correctly met the Submission Guidelines and meet Sponsor’s general standards

and practices prior to any judging and prior to being deemed a Qualified Submission.

Qualified Judging Round: Qualified Submissions will be reviewed and scored by a panel of qualified judges, on a 100 point scale, according to the following Qualified Judging Criteria:

1. How well the Qualified Submission embodies the Kendall-Jackson Lifestyle and Goes Well With Friends theme (30 points)
2. Communicates Contestant's ultimate Friend-iversary ideas (30 points)
3. Originality (20 points)
4. Cohesiveness of pins/theme (20 points)

The top scoring Qualified Submission shall be deemed the Selected Contestant. In the event of a tie, double weight shall be given to the first criteria.

At any time before, during or after the Contest Period, Sponsor may, in its discretion, choose to post or distribute one (1) or more Submissions online (including on our website, and third-party websites), or in advertising for promotional purposes. Posting of this/these Submission(s) does not increase a Contestant's chance of winning.

Any Submission that is considered by Sponsor in its sole discretion to be obscene, libelous, inapposite to the reputation of Sponsor, or otherwise objectionable or inappropriate, or which otherwise does not comply with these Official Rules will be disqualified. Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the privacy policy found on the website <http://www.kj.com/privacy-policy> and with the consent given by Contestant at the time of entering a Submission. Any communication or information transmitted to Sponsor and/or the website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Proof of submitting any Submission is not considered proof of delivery to or receipt of such Submission. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor.

Notification:

On or about August 15, 2013 the Selected Contestant will be notified by either phone or email at the sole discretion of Sponsor or Sponsor's representative. The Selected Contestant will be required to respond (as directed) to a phone and/or e-mail notification within **three (3) business days** of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize; and, in such case, Sponsor may choose the next highest scoring Submission from among the

remaining eligible submissions. Selected Contestants will be required to sign and return a Declaration of Eligibility and Liability/Publicity Release ("Declaration") and any other documents Sponsor or Sponsor's representative may require within **three (3) business days** of receipt of the Declaration. Failure to timely return a signed Declaration or other required documents or the return of any prize notification as undeliverable will result in Prize forfeiture. The Declaration will include permission by the Selected Contestant to allow Sponsor to use the Submission in any and all advertising and promotion throughout the world without additional compensation, unless prohibited by law. Should any Selected Contestant be unwilling or otherwise unable to provide such permissions and or releases, the Selected Contestant will be disqualified and another Selected Contestant may be selected from the remaining qualified Entries at Sponsor's sole discretion. Once a Selected Contestant meets the requirements set forth herein, the Selected Contestant shall be named the Prize Winner. The Prize Winner will be announced on or about August 15, 2013.

Alternate Selected Contestants may be selected from among the remaining top-scoring eligible Submissions if any of the Selected Contestants: (i) cannot be reached; (ii) fail to obtain/provide all signatures on the Declaration and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive a prize, or any portion of a prize, for any reason. A maximum of three (3) alternate Selected Contestants will be contacted in the event that the Selected Contestant cannot claim his or her prize before the prize is forfeited.

7. PRIZES:

One (1) Prize: The Prize consists of a \$500 gift card and a copy of Jess Jackson's biography. The Prize will operate as follows:

First, the Prize Winner will receive a \$500 Visa Gift Card ("Prize").

Second, the Prize Winner will receive a copy of Jess Jackson's biography, "[name]".

Approximate Retail Value ("ARV"): \$525.

Federal and state income taxes may apply and are the sole responsibility of the Prize Winner. All expenses not specifically stated as being included are excluded, and are the responsibility of the Prize Winner. No assignment, transfer or substitution of Prize is permitted, but Sponsor reserves the right to substitute Prize for one of comparable or greater

value should Prize become impracticable to award or unavailable for any reason.

8. **LICENSE:** As a condition of receiving any prize, Contestant hereby provides a One Hundred Eighty (180) day exclusive irrevocable worldwide license to Sponsor after which time, Sponsor shall retain a perpetual non-exclusive license to use the Submission in any and all media throughout the world, in perpetuity, for any purpose whatsoever, without any additional compensation, the term of which shall be the entire life of the copyright. Should any Contestant be unwilling or otherwise unable to enter into license, or provide permissions and or releases or otherwise cannot accept or receive the prize for any reason, Contestant with the next highest score will be chosen from the remaining entries until one who is able to meet all requirements can be selected. All potential prize winners must provide Sponsor with all signatures on required paperwork and return all documents in a timely manner as required pursuant to these Official Rules in order to be eligible to receive the prize. Contestants may not resell, assign or transfer any of their rights in their Submissions under these Official Rules.

Sponsor reserves the right to re-shoot or make derivative works of Contestant's Submission for printing purposes.

Contestants will not be paid for their submissions or for granting Sponsor any of these rights.

9. **CONDITIONS:** Contest is subject to these Official Rules. By participating, Contestants agree: (i) to be bound by these complete Official Rules and the decisions of Sponsor which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. Sponsor reserves the right to take photographs of the Prize Submission and use any such photographs for any and all commercial purposes. By accepting a prize, Selected Contestant agrees to release Sponsor, including its parent, subsidiary and affiliated entities together with their respective directors, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the "Releases") from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of prize or participation in any prize-related activities. Releases shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the prize or resulting

from acceptance, possession or use of a prize, or from participation in the Contest; or (iv) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest. Sponsor reserves the right to cancel or suspend the Contest, in its sole discretion, should it receive fewer than 50 entries, or receive no entries that have a judged score above 60 points, or due to circumstances beyond its control, including natural disasters. Submissions will not be returned and may be destroyed. Sponsor may prohibit a Contestant from participating in the Contest or winning a prize if, in its sole discretion, it determines such Contestant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. The internal laws of the State of California will govern disputes regarding these Official Rules and/or this Contest.

Sponsor is not responsible and shall not be held liable, and your entry may be disqualified and may not be considered for any Prize, should your Submission be removed for any reason (including without limitation DMCA take-down).

10. **PUBLICITY:** Sponsor reserves the right to use the Submissions to the Contest for publicity purposes prior to, during, or after the Contest end date, in any media, including Facebook, Twitter, Instagram, YouTube, etc. and other publicity, magazines, catalogs, or other media, and to use the name, likeness, hometown name, of any Contestant, including all or part of their photo throughout the world, in perpetuity, without any compensation or prior review unless specifically prohibited by law.
11. **WAIVER OF JURY TRIAL:** Except as prohibited by applicable law and as a condition of participating in this Contest, each Contestant hereby irrevocably and perpetually waives any right s/he may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this contest, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby.
12. **PRIVACY:** All personal information collected by Sponsor will be used for administration of the Contest. In addition, Contestants shall receive email correspondence from, or on behalf of Sponsor, via electronic communication. This information will not be sold to third party vendors not affiliated with Sponsor. All personal information will be held on servers located in the United States. Sponsor will use reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Contestants

may subsequently opt-out of receiving further emails by following the opt-out instructions contained in any email communications received. Please refer to Sponsor's privacy policy located at <http://www.kj.com/privacy-policy> for important information regarding the collection, use and disclosure of personal information by Sponsor.

13. **OFFICIAL RULES and WINNERS LIST:** For a copy of these Official Rules or of the winner(s), send your request in a self-addressed, stamped envelope (WA and VT residents need not affix return postage) to: The "K-J 30th Anniversary Pinterest Contest", Kendall-Jackson Winery, 425 Aviation Blvd., Santa Rosa, CA 95403. Request must be received by August 1, 2013.

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