

CELEBRATE FRIENDS; MAKE THEM FAMILY CONTEST

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**, INCLUDING, PUERTO RICO AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS.

- 1. ELIGIBILITY:** The “Celebrate Friends. Make Them Family” photo and essay 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 a Facebook account 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”). The following persons are not eligible: (1) employees, officers, directors, agents, or representatives of (a) the Sponsor; (b) the legal, promotion and advertising agencies of the Sponsor; (c) any entity connected with the production or administration of the Sweepstakes; (d) licensed retailers, wholesalers, or distributors; and (e) any parent company, affiliate, subsidiary, agent and representative of any entity referred to in (a), (b), (c), or (d); (2) 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 of any person referred to in (1) above; and (3) any individual who has received a contest or sweepstakes prize from Sponsor or its parents, affiliates, or subsidiaries in the same calendar year as this Contest. 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.
- 2. MANDATORY FACEBOOK DISCLOSURE:** This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Kendall-Jackson Winery and not to Facebook. 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 www.kj.com/privacy-policy.
- 3. CONTEST PERIOD:** The Contest Submission Period begins on November 1, 2013 at 9:00 a.m. Pacific Standard Time (“PST”), and ends on December 27, 2013 at 5:00 p.m. PST (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"). To enter, during the Contest Submission Period, you must have a Facebook account. You may create a Facebook account by accessing Facebook at www.facebook.com and follow 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 www.facebook.com/privacy. Once you have a Facebook account, to enter this Contest, please access the Kendall-Jackson Wines page on Facebook located at www.facebook.com/kjwines and then click on the "Like" button (if you have previously "liked" the 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. Entry will take place via a custom K-J Photo Contest tab on the Kendall-Jackson Wines Facebook page.

To enter, follow the on-screen instructions to submit a digital photo of you and one friend ("Guest") along with a short essay 50 words maximum on why the friend depicted in the photograph is like family. Each person in the photo must be over 21 years old and must consent to the inclusion of their image in the photograph. Once you have created your masterpiece, complete the Contest online entry form in its entirety, including all required contact information, and upload your photo and essay submission according to the directions on the screen (the "Submission"), order may vary. All contact information must be current, accurate and valid. The photograph must be in JPG, BMP, GIF or PNG file format and under one MB. Online Submissions must be received no later than December 27, 2013 at 5:00 p.m. PST according to Sponsor's time. No other methods of delivery will be accepted, including submission by email and postal mail. 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; nor is Sponsor responsible for any problems, bugs or malfunctions Contestants may encounter when seeking to enter their Submissions.

- 5. SUBMISSION GUIDELINES:** Your Submission should be creative and original and comprised entirely of your own work and should not contain the work of any third parties. 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 or invasion of privacy 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 shall portray Sponsor in a negative light. Sponsor reserves the right to exclude any Submission that it believes doesn't meet the above criteria, at our sole discretion.

- 6. JUDGING AND NOTIFICATION:** All entries will be prescreened to insure the entries have correctly met the Submission Guidelines and meet with Sponsor's general standards and practices prior to any judging and prior to being deemed a Qualified Submission.

A panel of qualified judges will conduct judging of all Qualified Submissions received during the Contest Period. Each Qualified Submission will be judged on a 100 point scale based on the following criteria:

Relevance to the topic (40 points)
Compelling reason why your friend is like family (25 points)
Overall photo quality (20 points)
Fan Voting (15 points)

At any time before, during or after the Contest Period, Sponsor will post or distribute Qualified Submissions online (including on our website and third-party websites) for Fan Voting and for advertising and promotional purposes. Posting of this/these Submission(s) does not increase a Contestant's chance of winning. The Qualified Submission with the greatest number of points shall be deemed the Selected Contestant. In the event of a tie, the "compelling reason why your friend is like family" judging criteria will be given double weight.

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 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.

On or about January 6, 2014, Selected Contestant will be notified by either phone or email at the sole discretion of Sponsor or Sponsor's representative ("Notification"). Selected Contestant will be required to respond (as directed) to the Notification within 5 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 Qualified Submission from among the remaining eligible submissions. Selected Contestant and Guest 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 **48 hours** 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. Federal and state income taxes may apply and are the sole responsibility of the winner. All expenses not specifically stated as being included are excluded, and are the responsibility of the winner. No assignment, transfer or substitution of Prize is permitted, but Sponsor reserves the right to substitute a prize for one of comparable or greater value should Prize become impracticable to award or unavailable for any reason.

Once a Selected Contestant has responded to the Notification and Selected Contestant and his/her Guest have both completed the Declaration and Sponsor has, in its sole discretion, determined both Selected Contestant and his/her Guest have satisfied all the criteria required to win the Contest, Selected Contestant will be deemed Winner.

7. PRIZE:

One (1) Grand Prize: a trip for Selected Contestant and Guest, both of whom must be at least 21 years of age, to Sonoma County Wine Country. Trip includes:

- Two (2) round trip coach airfare tickets to Sonoma from a major airport closest to Selected Contestant's residence on an airline selected by Sponsor in its sole discretion to an airport near Sonoma County Wine Country and selected by Sponsor;
- The cost of two (2) checked bags per person should the chosen airline charge for transport of checked baggage;
- Two (2) hotel rooms (one (1) hotel room per person) for two (2) nights standard double occupancy in a hotel with a 3-star rating or higher and selected solely by Sponsor;
- One mid-size car rental for a period of 72 hours, to be measured from the time Winner arrives and the time the return flight departs;
- A \$1,000 American Express or Visa gift card;
- A tour of Kendall-Jackson Wine Estate & Gardens; and
- Voucher towards dinner for two (2) at Partake by K-J (excluding alcohol).

Meals and other incidentals excluded. Total Approximate Retail Value ("ARV"): \$5,000. **ALCOHOL WILL NOT BE INCLUDED IN ANY PRIZE.**

In the event air travel is impractical or if a Selected Contestant's address is 100 travel miles or less from Sonoma), Sponsor may, at its sole discretion arrange for other method of transportation such as a limousine, train, rental car, or bus.

Winner and Guest must travel together on the same itinerary and must have all necessary identification and travel documents. Choice of airline(s) and hotel(s) shall be at the discretion of Sponsor. Prize may be awarded in the form of coupon(s), voucher(s) and/or gift card(s). Actual value of travel prizes may vary based on point of departure and airfare fluctuations. Once airline tickets and hotel reservations have been issued, they shall not be changed, re-sold, endorsed, exchanged, transferred or in any other manner modified by Winner. Travel must be completed by December 31, 2014. Travel arrangements are subject to availability and to the terms and conditions of the airline and hotel. Winner and Guest are solely responsible for any other unspecified expenses related to the travel prize, including without limitation: meals, ground transportation, gratuities, incidental hotel expenses, baggage charges, upgrades and any and all federal, state, and local taxes on prize, including special airport taxes and fees. Guest must sign a liability release and the signed release must be received before travel will be booked. Winner must notify Sponsor of requested travel times at least forty five (45) days in advance; otherwise

Sponsor reserves the right to alter the request to accommodate availability. Winner is not entitled to any surplus between actual retail value of prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, transfer, or cash redemption of prize, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Gift cards are subject to the rules and conditions of issuing vendor. Any and all activities related to the prize, including without limitation flying, are at the Winner's and Guest's own risks and subject to whatever restrictions are imposed by the entities that govern activities. If the Winner does not want a portion of the prize, that portion is forfeited. All additional costs, including taxes, are the sole responsibility of Winner. Contestant may be issued an IRS Form 1099 for the ARV of any awarded prize.

8. **LICENSE:** As a condition of receiving any prize, all Contestants 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 submitted photo and essay 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 Selected 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, the Selected 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. By accepting a prize, Selected Contestant agrees to release Sponsor, including its parent, subsidiary and affiliated entities together with the 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 "Releasees") 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. Releasees 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. The internal laws of the State of California will govern disputes regarding these Official Rules and/or this Contest. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in California.

Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. Sponsor may prohibit an entrant from participating in the Contest or winning prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Contest in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. Use of automated entry devices or programs is prohibited. Any attempts to access the site, enter the Contest or increase votes or views via a bot script, device or brute-force attack will result in disqualification, including that IP address becoming ineligible for the entire Contest. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

- 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, 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, entrants 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 entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in any email communications received. Any questions regarding privacy matters should be directed to: kjwines@kj.com
- 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 "Celebrate Friends. Make Them Family" photo and essay contest, 425 Aviation Blvd., Santa Rosa, CA 95403. Request must be received by April 2, 2014.

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