

## **19 CRIMES SHARE IT WITH YOUR GANG**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES AWARDED AS PART OF ANY PRIZE.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST TWENTY-ONE (21) YEARS OLD AT THE TIME OF ENTRY.**

**VOID IN UTAH, PUERTO RICO, ALL OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The 19 Crimes Share It With Your Gang ("Promotion") is sponsored by Treasury Wine Estates Americas Company ("Sponsor"), 555 Gateway Drive, Napa, CA 94558 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION TIMING:** The Promotion begins at 12:00 PM Eastern Time ("ET") on August 30, 2019 and ends at 11:59:59 PM ET on October 31, 2019 ("Promotion Period"). The Promotion consists of an "Instant Win Game" and a "Sweepstakes." Administrator's computer is the Promotion official clock.
- 2. ELIGIBILITY:** The Promotion is offered only to legal residents of the fifty (50) United States (excluding Utah) and the District of Columbia who are at least twenty-one (21) years of age at the time of entry ("Entrant"). Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities"), and each of their immediate family members (e.g., spouse, parent, sibling, child, and their respective spouses and the "steps" of each, all lineal descendants, including those by adoption, regardless of where they reside) and persons living in the same household of each, whether or not related, state alcoholic beverage manufacturers, distributors, and retailers and employees of state or local alcohol beverage agencies are not eligible to enter or win. This Promotion is void in Utah, Puerto Rico, all other United States territories and possessions, and where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions and interpretations, which are final and binding in all matters related to the Promotion. Winning a Prize is contingent upon fulfilling all requirements set forth herein. If an Entrant participates via a mobile device, message and data rates may apply. Not all cellular phone providers carry the service necessary to participate in this Promotion through a mobile device. If entering using a mobile device, please check your mobile device's capabilities for specific web enabled browsing instructions and pricing plans. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Promotion, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical addresses or e-mail addresses.

- 3. HOW TO ENTER THE SWEEPSTAKES AND SWEEPSTAKES PRIZE TIER DETAILS:** During the Promotion Period, an Entrant must visit <https://19crimes.com/share19crimes> ("Website"), enter his/her date of birth, enter his/her e-mail address, and complete the registration form, which may include, but is not limited to, complete first and last name (no initials), street address (no P.O. box),

city, state, ZIP code, phone number, date of birth, how you heard about the brand, and agreement to be bound by these Official Rules. Upon submission of the registration form, an Entrant will receive fifteen (15) Sweepstakes entries. Note: an Entrant may also register for the Sweepstakes using the Living Wine Labels app (see below for details). After an Entrant has registered, he/she may earn additional entries, as described below.

**Prize Tiers:** The Sweepstakes includes four (4) prize tiers (each, a “Prize Tier”). After an Entrant has registered for the Sweepstakes, he/she will begin in Prize Tier 1. An Entrant may advance into subsequent Prize Tiers by earning additional Sweepstakes entries. At the conclusion of the Promotion, an Entrant will be eligible to win the prizes in the highest Prize Tier the Entrant has reached plus all prizes in the Prize Tiers below. An Entrant who has only reached Prize Tier 1 will only be eligible to win prizes in Prize Tier 1. An Entrant who has only reached Prize Tier 2 will only be eligible to win prizes in Prize Tier 1 and Prize Tier 2. An Entrant who has only reached Prize Tier 3 will only be eligible to win prizes in Prize Tier 1, Prize Tier 2, and Prize Tier 3. An Entrant who has reached Prize Tier 4 will be eligible to win prizes in all Prize Tiers. The Prize Tiers are determined according to number of eligible entries an Entrant has received, as indicated in the following table:

<b>Eligible Entries Received</b>	<b>Prize Tier</b>
1 – 45	1
46 – 65	2
66 – 85	3
86 – 455	4

Note: an Entrant’s Prize Tier and number of entries received will be displayed at the Website; however, the Prize Tier and number of entries received at the Website are subject to verification of entries, in Sponsor’ sole discretion. Website display may not accurately reflect an Entrant’s actual number of entries received or Prize Tier. Entries submitted/received through some of the below methods may take additional time to be verified before they are displayed at the Website.

**Additional entries:** After an Entrant has registered, an Entrant may receive additional entries as follows:

**A. Qualifying Purchase and Receipt Upload:** During the Promotion Period, an Entrant who is not a California resident may purchase any 750ml bottle of 19 Crimes Wine (“Qualifying Purchase”) and follow the instructions at the Website. Entrant must circle the Qualifying Purchase on the receipt and upload the receipt on the Website. An Entrant who is a resident of California may not enter the Sweepstakes by making a Qualifying Purchase and uploading a receipt at the Website. If a resident of California uploads a receipt at the Website, he/she will not receive an entry. A resident of California may instead take a photo of the Qualifying Purchase product and upload the photo at the Website. Upon verification, an Entrant will receive five (5) Sweepstakes entries for each Qualifying Purchase on an uploaded receipt (or, for a resident of California, five [5] Sweepstakes entries for each Qualifying Purchase product in an uploaded photo). An Entrant must circle each Qualifying Purchase on his/her receipt. An Entrant may include multiple Qualifying Purchases (or multiple pictured Qualifying Purchase products for California residents) on a single receipt/photo (each Qualifying Purchase should be circled separately), but a Qualifying Purchase and receipt/photo may each only be used once. An Entrant should keep all original receipts/photos submitted, as Sponsor may request Entrant provide an original receipt/photo for verification. Note: Qualifying Purchase and receipt upload (or photo upload) entries will not be included in an Entrant’s number of entries/Prize Tier display at the Website until verified. Limit: an Entrant may upload three (3) receipts/photos total and earn five (5) entries per Qualifying

Purchase and receipt upload/photo upload for fifteen (15) total entries combined via Qualifying Purchase and receipt upload/photo upload and Mail-In Entry (as described below).

Mail-In Entry: To enter via mail and without making a purchase, an eligible Entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: 19 Crimes Share It With Your Gang, PO Box 251328, West Bloomfield, MI 48325. An Entrant will receive five (5) entries into the Sweepstakes for a valid Mail-In Entry. All Mail-In Entries must be postmarked no later than October 31, 2019 and received on or before November 11, 2019 in order to be eligible. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries. Note: Mail-In Entries will not be included in an Entrant's number of entries/Prize Tier display at the Website until received by Administrator and verified. Limit fifteen (15) entries via Mail-In total. Also limit fifteen (15) total entries combined via Mail-In Entry and Qualifying Purchase and receipt upload/photo upload (as described above).

- B. Trivia:** An Entrant may follow the instructions at the Website to play a trivia game. Upon completion of answering all five (5) questions in a trivia game, an Entrant will receive one (1) Sweepstakes entry for each trivia question correctly answered (for up to five [5] Sweepstakes entries total per calendar day). An Entrant is limit to playing the trivia game at the Website one (1) time per calendar day during the Promotion Period. Limit three hundred ten (310) entries via playing trivia at the Website (five [5] entries per calendar day during the Promotion Period).
- C. Watch Videos:** An Entrant may follow the instructions at the Website to watch a video. There will be three (3) videos available during the Promotion Period. Entrant will earn five (5) Sweepstakes entries for each video he/she watches. Limit fifteen (15) entries total for watching Videos at the Website during the Promotion Period.
- D. Upload A Photo:** An Entrant may follow the instructions at the Website to upload a "selfie" photo and use the provided Website tools to customize his/her photo, edit his/her photo, add a label to his/her photo, and agree that Entrant is the owner of his/her photo. Upon completion of uploading a photo and customizing the photo, and agreeing that Entrant is the owner of the photo, an Entrant will receive ten (10) Sweepstakes entries. An Entrant may upload two (2) photos during the Promotion Period. Limit twenty (20) entries via photo upload. By uploading a photo, each Entrant agrees that his/her photo conforms to the Photo Guidelines and Requirements set forth below:

**PHOTO GUIDELINES AND REQUIREMENTS:** Each photo must comply with the following:

- Photo must comply with these Official Rules;
- Photo must be in one of the following formats: .JPEG, .JPG, .GIF, or .PNG;
- Photo must not exceed 8 MB;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Promotion;
- Must not include any personally identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;

- Must not feature brand names, logos or trademarks other than Sponsor’s trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor’s trademarks, entrant a limited license to use for purposes of this Promotion;
- Must not have been submitted previously in a promotion or contest of any kind and has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- 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:
  - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photo was created.
- Must not contain images of persons under the age of twenty-one (21).

**Entrant must have approval from any persons appearing in the photo and be able to provide express written consent of every such person appearing in the photo to Sponsor and/or Administrator if requested.**

**NOTE:** If any photo fails to comply with any of these Photo Guidelines and Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the Entrant. Once a photo is submitted in the Promotion it may be made available on Sponsor’s social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

- E. Download App:** An Entrant may follow the instructions at the Website to download the Living Wine Labels app (app is free) on a compatible device and then use the app to access the Sweepstakes to receive thirty (30) Sweepstakes entries. An Entrant will receive the Sweepstakes entries upon logging in to the Sweepstakes with the app (if Entrant has previously registered for the Sweepstakes at the Website). Note: an Entrant may download the app and use the app to register for the Sweepstakes (Entrant will receive fifteen [15] entries for registration and thirty [30] entries for downloading the app following Sweepstakes registration if Entrant registers for the Sweepstakes using the app). Limit thirty (30) entries for downloading the app.
- F. Facebook or Twitter Share:** An Entrant may follow the instructions at the Website to invite other people to participate in the Sweepstakes by posting a link to his/her own Facebook wall or Twitter

feed ("Invitation Post"). An Entrant will receive five (5) Sweepstakes entries when another person clicks on the link in an Entrant's Invitation Post and registers for the Sweepstakes. Limit fifty (50) total entries via Facebook or Twitter (no more than twenty-five [25] via Facebook share and twenty-five [25] via Twitter share).

**FACEBOOK/TWITTER SHARE GUIDELINES:** A Facebook or Twitter share (if Entrant clicks the link to share on Facebook or Twitter, as described above) must meet the requirements below:

- Must be in English, except for commonly understood foreign words;
- Must adhere to Facebook's Terms of Service (for Facebook shares), located at: <https://www.facebook.com/legal/terms>;
- Must adhere to Twitter's Terms of Service (for Twitter shares), located at: <https://twitter.com/tos>;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- Must not disparage Sponsor;
- Must not prominently feature, mention, refer, or otherwise allude to the name, logo, or trademark of any entity, individual, product, or brand other than those of Sponsor and its brands;
- Must not include sensitive personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where posted.

**NOTE:** If any Facebook or Twitter share fails to comply with any of these requirements or any other provisions of these Official Rules, Sponsor reserves the right to disqualify the Entrant, at its sole discretion. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Twitter. By using Facebook and/or Twitter to participate in the Promotion, an Entrant agrees to release Facebook and/or Twitter from any and all liability associated with Entrant's participation in the Promotion.

**Sweepstakes Entry Limits:** Limit four hundred fifty-five (455) total Sweepstakes entries per Entrant for the entire Promotion. Entrants are also subject to the entry limits for each method of entry listed above. Entries received in excess of the stated entry limits will be void. Entrants attempting to receive more entries than the stated limits may be disqualified, subject to Sponsor's discretion.

4. **HOW TO PLAY THE INSTANT WIN GAME:** During the Promotion Period, eligible entrants must visit the Website and after registering or logging-in the entrant must follow the on-screen instructions to play the Instant Win Game ("Game Play"). After the Game Play, the Entrant will receive notification on the Website screen as to whether he/she is a potential "Instant Winner" ("Notification"). Each Entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the Entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An Entrant is not a winner of any prize, even if the Notification should

so indicate, unless and until Entrant’s eligibility and the potential winning Game Play have been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

**Instant Win Game Limit:** There is a limit of one (1) Game Play per day during the Promotion Period. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays/entries associated with that household (determined by Sponsor or Administrator in their sole discretion) may be disqualified.

**IMPORTANT:** If using a mobile device to enter the Promotion, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Promotion. Entrants should consult their wireless provider’s pricing plans.

**5. SWEEPSTAKES RANDOM DRAWING:** On or about November 12, 2019, Administrator will select potential Sweepstakes winners in the quantities listed in the tables in Section 6A below from all eligible entries received from entrants in the applicable Prize Tiers during the Promotion Period. Each winner is deemed to be a potential winner, pending verification of the Entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor or Administrator, in their sole and absolute discretion.

**6. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

**A. Sweepstakes Prizes (1,500 total):** The following Sweepstakes prizes (each, a “Sweepstakes Prize”) are available in the Promotion:

<b>Prize Tier 1 – the following Sweepstakes Prizes are available to all eligible Entrants</b>			
<b>Prize</b>	<b>Quantity</b>	<b>ARV (each)</b>	<b>ARV (total)</b>
Flash Drive	100	\$5	\$500
Reusable Grocery Bag	100	\$5	\$500
Playing Cards	100	\$5	\$500
<b>Total</b>	<b>300</b>	<b>-</b>	<b>\$1,500</b>

<b>Prize Tier 2 – the following Sweepstakes Prizes are available only Entrants who have reached at least Prize Tier 2</b>			
<b>Prize</b>	<b>Quantity</b>	<b>ARV (each)</b>	<b>ARV (total)</b>
Writer’s Notebook	40	\$10	\$400
6 Bottle Wine Tote	100	\$10	\$1,000
Shatterless Wine Glass	100	\$12	\$1,200
<b>Tier 2 Total</b>	<b>240</b>	<b>-</b>	<b>\$2,600</b>

<b>Prize Tier 3 – the following Sweepstakes Prizes are available only Entrants who have reached at least Prize Tier 3</b>			
<b>Prize</b>	<b>Quantity</b>	<b>ARV (each)</b>	<b>ARV (total)</b>
Knit Cuff Beanie	100	\$20	\$2,000
Dice and Cup	50	\$15	\$750
Baseball Hat	200	\$20	\$4,000
Leather Key Keeper	100	\$15	\$1,500

<b>Tier 3 Total</b>	<b>450</b>	<b>-</b>	<b>\$8,250</b>
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<b>Prize Tier 4 – the following Sweepstakes Prizes are available only Entrants who have reached Prize Tier 4</b>			
<b>Prize</b>	<b>Quantity</b>	<b>ARV (each)</b>	<b>ARV (total)</b>
Portable Charger	200	\$20	\$4,000
Bottle Opener	100	\$20	\$2,000
Travel Tumbler	200	\$20	\$4,000
Beats Solo 3 Headphones	10	\$349	\$3,490
<b>Tier 4 Total</b>	<b>510</b>	<b>-</b>	<b>\$13,490</b>

No more than the above listed quantities of Sweepstakes Prizes will be available in the Promotion.

**B. Instant Win Game Prizes (400 total):** The following Instant Win Game prizes are available during the Promotion Period (“Instant Win Game Prizes”):

<b>Instant Win Game Prize Description</b>	<b>Number of Winners/Quantity</b>	<b>ARV (each)</b>	<b>ARV (total)</b>
A 19 Crimes Sticker	200	\$1	\$200
A Pop Socket	200	\$10	\$2,000
<b>Total</b>	<b>400</b>	<b>-</b>	<b>\$2,200</b>

**C. Total ARV:** The total ARV of all prizes available in the Promotion is \$28,040.

**D. Odds of Winning:** The odds of winning a Sweepstakes Prize depend upon the number of eligible entries received in the Sweepstakes for each Prize Tier. The odds of winning an Instant Win Game Prize depend on when the entrant completes a Game Play. Instant Prizes will be made available at random times throughout the Promotion Period. To be a potential winner of an Instant Win Game Prize, an entrant’s Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant’s Game Play to occur after that time will be deemed a potential Instant Winner. The number of Instant Win Game Prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed.

**E. Prize Limit:** Limit one (1) Sweepstakes Prize per Prize Tier and one (1) Instant Win Game per person/household.

**7. HOW TO CLAIM A PRIZE:** Each potential winner will be notified via e-mail by Sponsor or its authorized designee at the e-mail address provided at the time of registration or on a Mail-In Entry. If a potential winner is disqualified or found to be ineligible or not in compliance with these Official Rules, the prize may be forfeited, and, in Sponsor’s sole discretion, the forfeited prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries. Prizes will be mailed to verified winners at the addresses provided at registration or on Mail-In Entries approximately six (6) to eight (8) weeks after verification. All federal, state, and local taxes imposed on the acceptance of a prize are solely the responsibility of each winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including, without limitation, e-mails that are not received because of a

winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a prize is non-assignable and non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. Each prize will only be awarded to a verified winner.

- 8. LIMITATION OF LIABILITY:** By participating in this Promotion, Entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion -related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more than more prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer, typographical, mechanical, or other error or due to



technical difficulties or incorrect announcements of any kind, more winning messages are distributed, more winners stated on any Promotion related materials, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

Without limiting the foregoing, everything regarding this Promotion, including each prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 9. DISPUTES: IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NAPA COUNTY, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 10. PRIVACY POLICY:** Sponsor's Privacy Policy is available at <https://www.tweglobal.com/privacy>.
- 11. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each Entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Promotion and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 12. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator In the

event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**13. WINNER LIST:** For the names of winners, send a self-addressed, stamped envelope postmarked after to: 19 Crimes Share It With Your Gang Winner List Request, PO Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by December 31, 2019.

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