

## BONTERRA BEST ORGANIC LIFE SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE NECESSARY. OPEN TO U.S. RESIDENTS 21+ YRS. OLD. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ODDS OF WINNING DEPEND ON NUMBER OF ENTRIES RECEIVED. SWEEPSTAKES BEGINS 3/1/19 AND ENDS 4/30/19. ONE GRAND PRIZE, A VIP TRIP FOR 2 TO VISIT BONTERRA VINEYARDS IN CALIFORNIA (ARV \$4,000). FOR FULL OFFICIAL RULES, VISIT [WWW.BONTERRA.COM/MYBONTERRA](http://WWW.BONTERRA.COM/MYBONTERRA). © 2019 SPONSORED BY BONTERRA, HOPLAND, CA.**

Internet access is required to participate. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram®. Instagram® is not affiliated with the Sponsor in any way.

**1. SWEEPSTAKES PERIOD.** The Bonterra Best Organic Life Sweepstakes (the “Sweepstakes”) begins at 12:01 a.m. Pacific Time (“PT”) on March 1, 2019, and ends at 11:59 p.m. PT on April 30, 2019 (the “Sweepstakes Period”). All entries must be time stamped by April 30, 2019 at 11:59 p.m. PT. Sponsor’s clock shall be the official timekeeper for this Sweepstakes. Limit one entry per Instagram® user, per day.

**2. HOW TO ENTER.** There is one (1) way to enter this Sweepstakes (“Entry Method”). A completed entry via the Entry Method shall be referred to herein as the “Entry” or the “Submission.”

Entry via Instagram®: You must be a registered member of Instagram® and your privacy settings for any entries must be set to “public” in order to use the Entry Method. Memberships on Instagram® are free. Registration for Instagram® can be obtained by going to [www.instagram.com](http://www.instagram.com) 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. Normal Internet access and usage charges imposed by your online service provider may apply. If entering via mobile device, normal phone/data and usage charges imposed by your phone service may apply. Standard data rates may apply if entering via mobile device. Contact your online or phone service provider for details.

To enter during the Sweepstakes Period: Post a photograph on Instagram® to show us how you live an organic life. The posted photograph must also include the #BonterraSweeps hashtag in the caption of the photograph.

**Entry Restrictions:** All Entries must comply with the following restrictions:

- i. Entry must be an original work of the entrant, and cannot have been published previously by any party other than the entrant;
- ii. Entry must be suitable for publication (i.e., may not be obscene or indecent);
- iii. Entry cannot display or contain trademarks, logos or trade dress owned by any third party such that it would appear that other brands are endorsing the Sponsor’s brand, or advertise or promote any brand or product of any kind, other than Bonterra;
- iv. Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- v. Entry cannot include the entrant’s name or personally identifiable information, nor the full name, likeness, photograph, or other indicia identifying any other person, living or dead, without the consent of such person;
- vi. Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;

- vii. Entry cannot depict or promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- viii. Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- ix. Entry cannot contain the name/logo of any alcohol beverage retailer, including in the background;
- x. Entry 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;
- xi. Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

**LIMIT ONE ENTRY PER INSTAGRAM® USER, PER DAY OF THE SWEEPSTAKES PERIOD.** Entrants may make only one (1) Entry per day during the Sweepstakes Period. Any Entry must comply with the Terms of Service for Instagram®. Any Entry deleted or removed from Instagram® prior to the awarding of the Grand Prize will not be eligible to win. Further, no entrant will be eligible to receive the prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Entry has been or can be sufficiently cleared for legal purposes.

**3. ELIGIBILITY.** Open to legal residents of the U.S. and the District of Columbia who are 21 or older as of date of entry. Void where prohibited or restricted by law. Employees, directors, officers and agents of Sponsor and its parent companies, affiliates, subsidiaries, and advertising and promotion agencies, and any alcoholic beverage industry producers, importers, wholesalers, distributors or licensed retailers, and members of the immediate families or households of any of the above are NOT eligible to participate. In order to enter the Sweepstakes or receive a prize, you must fully comply with these Official Rules, and all of the terms of Instagram®, where applicable, and by entering you agree to be bound by these Official Rules and those terms, and the decisions of Sponsor, whose decisions shall be binding and final in all respects, and you certify that you are eligible to enter.

**4. PRIZE/DRAWING/WINNER NOTIFICATION.** One (1) Grand Prize will be awarded. The Grand Prize Winner will receive a VIP trip for two (2) adults to visit the Bonterra Vineyards in California; prize will include a two (2) night hotel stay for two (2) guests (one room, double-occupancy), two (2) round-trip coach fare airline tickets, to and from an airport near the winner's residence (or reasonable equivalent selected in the Sponsor's discretion), a luncheon at Bonterra Vineyards, and a dinner in Healdsburg, California (the "Grand Prize" or the "prize"). The departure date shall be chosen by the Grand Prize Winner and is subject to availability. Travel must be completed by November 30, 2019. **Winner and guest must each be 21+ with valid identification for travel.** Approximate Retail Value ("ARV") of the Grand Prize is four thousand dollars (\$4,000). **Alcoholic beverages are not part of the prize.** No assignment, transfer, cash redemption, or substitution of the prizes is permitted. The potential winner will be determined on or about May 3, 2019, in a random drawing from among eligible Entries. Sponsor's decisions will be final and binding in all matters relating to this Sweepstakes. Odds of winning the Grand Prize will be determined by the total number of eligible Entries received throughout the Sweepstakes Period. The awarding of the Grand Prize is subject to verification of the potential winner's eligibility. The potential winner will

be notified by Instagram® direct message and/or email and/or telephone on or around May 3, 2019, and will be required to furnish valid proof of age in a form prescribed by Sponsor, and sign and return an Affidavit of Eligibility, a Liability Release, and, where permitted by law, a Publicity Release, within seventy-two (72) hours of notification. Winner's guest will also be required to sign and return similar releases on the same timeline. If potential winner cannot be reached, does not respond within 72 hours, or does not complete the required Affidavits and Releases, the Grand Prize will automatically be forfeited and an alternate potential winner may be selected at Sponsor's sole discretion.

**5. GENERAL CONDITIONS.** This Sweepstakes is subject to all applicable federal, state and local laws and regulations. Sponsor reserves the right, in its sole discretion, to offer a cash alternative for the prize.

**ELECTRONIC SUBMISSIONS:** In the event of a dispute, entries will be deemed made by the authorized account holder of the Instagram® account submitted at time of entry. 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. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an Instagram® account by Instagram®. **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.**

**PRIZE CONDITIONS:** Federal and state income taxes may apply and are the sole responsibility of the prize winner, regardless of whether the prize is used in whole or in part. An IRS form 1099 may be issued in the name of the winner(s) for the actual value of the prize received. Any and all expenses not specifically stated as being included are excluded, and are the responsibility of the

prize winner including without limitation, any ground transportation, airport transfers, optional excursions, trip protection coverage, hotel extras, phone and internet service, laundry service, in-room movies, personal items, mini-bar, baggage handling, gratuities, meals, beverages, spa treatments, special airport fees, 9/11 security fees, and taxes, if any. Travel and hotel accommodations are subject to capacity controls, availability, blackout dates and other restrictions, all of which are subject to change at Sponsor's sole discretion. The Sweepstakes winner will be responsible for the taxes associated with airfare at the time of booking. Airline tickets are non-transferable. Paid upgrades or upgrades using frequent flyer mileage are not available. Travel must take place on dates specified by Sponsor. No assignment, transfer, cash redemption, or substitution of the prizes is permitted, but Sponsor reserves the right to substitute a prize for one of comparable or greater value. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Prize winner and permitted guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for them. 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, NEITHER SPONSOR NOR THE SWEEPSTAKES ENTITIES ASSUME ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

GENERAL LIABILITY RELEASE: If for any reason this Sweepstakes is not capable of running as planned, the Sponsor reserves the right at its sole and absolute discretion, to disqualify any individual, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Sweepstakes prize using all non-suspect eligible entries, or in any manner that is fair and equitable. Entrant further agrees that Sponsor and Instagram, LLC shall not be responsible or liable for any losses, damages, or injuries of any kind resulting from the Sweepstakes, or any Sweepstakes-related activity. By participating, all entrants release Sponsor, Instagram, LLC, their parents and subsidiaries, affiliates, partners, employees, officers, directors, and agents, including advertising agencies, and all others associated with the development and execution of the Sweepstakes (collectively, the "Released Parties") from any and all injury, loss, or damage caused or claimed to be caused by your participation in the Sweepstakes and/or acceptance, awarding, receipt, use and/or misuse of the prize (including any travel/activity related thereto). In addition, Entrant releases the Released Parties from any such liability and agree that these entities are in no manner responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Sweepstakes and/or prize. Entrant hereby agrees to indemnify and hold Sponsor harmless from and against any third-party claims, actions or proceedings of any kind and from any, and all damages, liabilities, costs and expenses, including attorney fees and court costs, arising out of any breach or alleged breach of any of the warranties and representations set forth above. Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT

THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**CHOICE OF LAW:** By entering, Entrant agrees 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 the laws of the State of California, without giving effect to any choice of law or conflict of laws principles. By participating in the Sweepstakes, Entrant consents to the sole jurisdiction and venue of the federal, state and local courts located in San Francisco, California.

**PRIVACY POLICY:** Entrant understands that he or she is providing their information to Sponsor. By entering the sweepstakes, each entrant acknowledges that his or her first and last name and hometown may be announced online, including on Sponsor’s social media channels. Except where prohibited, acceptance of any, and all prizes constitutes consent by the winner to use of his/her name, voice, picture, likeness and biographical data for advertising and promotional purposes without any additional compensation. Each Entrant further hereby acknowledges and agrees 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). Information collected from Entrant will be treated by Sponsor in accordance with Sponsor’s privacy policy, available at [www.fetzer.com/privacy-policy](http://www.fetzer.com/privacy-policy), and with due regard to Entrant’s privacy. Entrants should be aware that Sponsor may be collecting non-public, personally-identifiable information about them in connection with the operation of the Sweepstakes. Entrants’ information will be hosted in the United States.

**6. WINNER’S NAME.** For the winner’s name, please send a self-addressed stamped envelope to: Fetzer Vineyards, Bonterra “Best Organic Life” Sweepstakes Winners Department; P.O. Box 611, Hopland, CA 95449. All requests for the winner’s name must be postmarked by June 15, 2019 and received by June 30, 2019. Residents of Vermont may omit return postage. Requests will be fulfilled after winner is verified.

**7. SPONSOR.** This Sweepstakes is sponsored by Bonterra, Hopland, CA. **Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor only, and NOT to Instagram, LLC.** The information you provide in connection with this Sweepstakes is being provided to the Sponsor and not to Instagram, LLC. Such information will be used for purposes of this Sweepstakes.

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