

**19 CRIMES FIND THE 19<sup>TH</sup> CORK SWEEPSTAKES**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES ARE 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 TWENTY-ONE (21) YEARS OF AGE OR OLDER 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 Find the 19<sup>th</sup> Cork Sweepstakes (“Sweepstakes”) 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. **SWEEPSTAKES TIMING:** The Sweepstakes begins at 12:00 AM Eastern Time (“ET”) on January 2, 2019 and ends at 11:59:59 PM ET on February 28, 2019 (“Sweepstakes Period”). The Sweepstakes includes the following two (2) entry periods (each, an “Entry Period”):

<b>Entry Period</b>	<b>Start Date (at 12 AM ET)</b>	<b>End Date (at 11:59:59 PM ET)</b>	<b>Drawing Date</b>
1	1/2/19	1/31/19	2/1/19
2	2/1/19	2/28/19	3/1/19

Non-winning Entry Period 1 entries will carry forward into Entry Period 2. The Administrator’s computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** The Sweepstakes 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, “Sweepstakes 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 Sweepstakes 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. 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 Sweepstakes, 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:** During the Sweepstakes Period, there are two ways to enter the Sweepstakes:

- A. Online: An Entrant may visit 19thcork.com (“Website”), enter his/her date of birth and e-mail address, and complete and submit the online registration form in full and as instructed, 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, date of birth, phone number, where Entrant heard about 19 Crimes, and confirmation Entrant has read and agrees to be bound by these Official Rules. All fields on the entry form must be completed unless they are indicated as optional. After completing registration, an Entrant may follow the instructions to play the match game at the Website, after which he/she will receive one (1) entry into the Sweepstakes. Note: an Entrant will receive one (1) entry upon completion of the match game, regardless of Entrant’s performance in the match game.
- B. Living Wine Labels App: An Entrant may use the Living Wine Labels app on his/her smartphone to scan the label of any 750ml or 187ml bottle of 19 Crimes product, follow the instructions to experience the story of 19 Crimes and access the Sweepstakes by clicking on the Sweepstakes banner image, and register by providing all information listed in Section 3A above to receive one (1) entry into the Sweepstakes. If an Entrant does not have the Living Wine Labels app, he/she can download the app to his/her smartphone.

After an Entrant has registered at the Website or in the app, Entrant may return daily during the Sweepstakes Period and follow the instructions at the Website or in the app to receive one (1) additional entry into the Sweepstakes.

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 Sweepstakes through a mobile device. Please check your mobile device’s capabilities for specific web enabled browsing instructions and pricing plans.

**Entry Limit: Regardless of method of entry, limit one (1) entry per person/e-mail address per day during the Sweepstakes Period.** A day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET. If entries are received from the same person/e-mail address in excess of the stated entry limits, the entries will be void, subject to Sponsor’s discretion.

**4. RANDOM DRAWINGS:** On or about each Drawing Date listed in Section 1, Administrator will select potential secondary prize winners, in the quantities listed in the Section 5B table below, in a random drawing from among all eligible entries received during the applicable Entry Period. On or about March 1, 2019, Administrator will select nineteen (19) potential grand prize winners in a random drawing from among all eligible entries received during the Sweepstakes 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.

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

- A. **Grand Prize (19):** Each grand prize is a three (3)-day/two (2)-night trip to Boston, Massachusetts from July 17, 2019 to July 19, 2019 for the winner and one (1) guest who is at least twenty-one (21) years of age (“Grand Prize”). Each Grand Prize includes round-trip, coach class air transportation for two (2) from the major airport nearest Grand Prize winner’s home to Boston, Massachusetts; one (1) double occupancy standard hotel room for two (2) nights; party admission

for winner and guest (on July 18, 2019 in Boston Harbor); and a \$1,000 check made payable to the winner. Trip must be taken on the dates specified above. Travel dates are subject to availability; blackout dates and other restrictions may apply. A winner and his/her guest must travel on the same schedule. Each winner and guest are responsible for having valid travel documents including government identification and/or passports. A winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in a Grand Prize. Travel must be booked at least thirty (30) days in advance. Each guest must complete a travel companion release form and any other documentation required by Sponsor before travel is booked. Each winner and guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. A winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element, or detail of a Grand Prize is canceled, postponed, or becomes unavailable for any reason. Should any event, element, or detail of a Grand Prize become unavailable, the Sponsor shall have no obligation to a winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element, or detail. The actual value of each trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of a trip will not be awarded. If a winner elects to participate in the trip without a guest, no additional compensation will be provided. The ARV of each Grand Prize is \$3,800. Nineteen (19) Grand Prizes will be available. The ARV of all available Grand Prizes is \$72,200.

**B. Secondary Prizes:** The following secondary prizes (each, a “Secondary Prize”) will be available in the Sweepstakes:

<b>Secondary Prize</b>	<b># Entry Period 1 Winners</b>	<b># Entry Period 2 Winners</b>	<b>Total Quantity</b>	<b>ARV (each)</b>	<b>ARV (total)</b>
Earbuds	25	25	50	\$2	\$100
Pop Sockets	25	25	50	\$5	\$250
Playing Cards	25	25	50	\$7	\$350
Die Cast Key Chain	50	50	100	\$8.99	\$899
Luggage Tag	25	25	50	\$12	\$600
Leather Charger Roll Up	25	25	50	\$36	\$1,800
Branded Hoodie	10	10	20	\$45	\$900
Leather Dice Cup & Dice	25	25	50	\$21	\$1,050
Leather Key Fob	15	15	30	\$25	\$750
Leather Wine Tote	7	8	15	\$35	\$525
Leather Weekender	1	1	2	\$180	\$360
Dart Board	1	1	2	\$130	\$260
Decanter Set	2	3	5	\$75	\$375
Leather Writer’s Notebook	10	10	20	\$24	\$480
Wireless Headphones	1	2	3	\$110	\$330
Prestige Leather Playing Card Case	5	5	10	\$23.75	\$237.50
Rack and Pinion Corkscrew	4	5	9	\$15.63	\$140.67

No more than the above listed quantities of Secondary Prizes will be awarded. The ARV of all available Secondary Prizes is \$9,407.17.

**C. Total ARV:** The ARV of all prizes (each, a “Prize”) in this Sweepstakes is \$81,653.88.

**D. Odds of Winning:** The odds of winning a Secondary Prize depend upon the number of eligible entries received during each Entry Period. The odds of winning a Grand Prize depend upon the number of eligible entries received during the Sweepstakes Period. Limit one (1) Grand Prize and one (1) Secondary Prize per person or household. For clarity, a person or household can win a Grand Prize in addition to one (1) Secondary Prize.

**6. WINNER VERIFICATION:** 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. Before being declared a Grand Prize winner, the potential Grand Prize winner will be required to execute an Affidavit of Eligibility/Liability/Publicity Release ("Affidavit"). The potential Grand Prize winner must return a fully executed Affidavit to the Sponsor or its authorized designee within five (5) calendar days from the date it is postmarked as being sent to the potential Grand Prize winner. If a potential winner is disqualified, is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize, or fails to return an executed and notarized Affidavit within the five (5) calendar day deadline (for a Grand Prize winner), the Sponsor may, in its sole discretion, conduct a random drawing to select an alternate winner from the remaining eligible entries. A Prize will go unawarded, at Sponsor's sole discretion, if, after a reasonable effort to award the Prize, Sponsor is unable to award the Prize to a verified winner. Any federal, state, and local taxes imposed on the acceptance of a Prize are solely the responsibility of a winner. Each Grand Prize winner will be issued a form 1099 for tax purposes and must submit his/her social security number or taxpayer id number, as required by law.

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 Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a Prize is non-assignable, 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. Secondary Prizes will be mailed to winners at the addresses provided at registration. Please allow six (6) to eight (8) weeks for delivery. Each Grand Prize winner will be contacted by Sponsor or Sponsor's designee to arrange Grand Prize travel. Sweepstakes 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.

**7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes 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 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 Sweepstakes; (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 Sweepstakes 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 Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, 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 Sweepstakes; and (iv) 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 Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (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 Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, 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 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 Sweepstakes 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 Sweepstakes, 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.

- 8. 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 SWEEPSTAKES 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.**

9. **PRIVACY POLICY:** Sponsor's Privacy Policy is available at <http://www.tweglobal.com/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes 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 or other image, voice, and/or statements regarding the Sweepstakes 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.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes 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 Sweepstakes; 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 Sweepstakes. Any attempted form of participation in this Sweepstakes 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 Sweepstakes 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 SWEEPSTAKES 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 Sweepstakes details contained in these Official Rules and Sweepstakes 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 Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNER LIST:** For the names of winners, send a self-addressed, stamped envelope postmarked after to: 19 Crimes Find the 19<sup>th</sup> Cork Sweepstakes Winner List Request, PO Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by April 29, 2019.

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