

NIGHT OF INFAMY CONTEST AND SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING UTAH), THE DISTRICT OF COLUMBIA, AND CANADA (EXCLUDING QUEBEC), WHO ARE TWENTY-ONE (21) YEARS OR OLDER AT THE TIME OF ENTRY.

VOID IN UTAH, QUEBEC, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The Night of Infamy Contest and Sweepstakes (“Promotion”) is sponsored by Treasury Wine Estates Americas Company (“Sponsor”), 555 Gateway Dr., Napa, CA 94558.

- 1. PROMOTION PERIOD AND BRIEF OVERVIEW:** The Promotion consists of a sweepstakes (“Sweepstakes”) and a contest (“Contest”). The Promotion begins on September 1, 2017 at 12:00 PM Pacific Time (“PT”) and ends on October 31, 2017 at 11:59:59 PM PT (“Promotion Period”). Contest entries must be received during the Promotion Period. The Sweepstakes portion of the Promotion consists of the following eight (8) entry periods (each an “Entry Period”):

Sweepstakes Entry Period	Start Date (at 12 AM PT except for Entry Period 1)	End Date (at 11:59:59 PM PT)	Drawing Date
1	9/1/17 at 12 PM PT	9/10/17	9/11/17
2	9/11/17	9/17/17	9/18/17
3	9/18/17	9/24/17	9/25/17
4	9/25/17	10/1/17	10/2/17
5	10/2/17	10/8/17	10/9/17
6	10/9/17	10/15/17	10/16/17
7	10/16/17	10/22/17	10/23/17
8	10/23/17	10/31/17	11/1/17

Non-winning entries will **not** carry forward into subsequent Entry Periods. Administrator’s computer is the official clock of the Promotion.

- 2. ELIGIBILITY:** The Promotion is offered only to legal residents of the fifty (50) United States (excluding Utah), the District of Columbia, and Canada (excluding Quebec), who are at least twenty-one (21) years of age at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, the independent agency administering this Promotion (“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 or provincial alcoholic beverage manufacturers, distributors, and retailers and employees of state, provincial, or local alcohol beverage agencies are not eligible to enter or win. This Promotion is void in Utah, Quebec, Puerto Rico, United States territories and

possessions, and where prohibited or restricted by law. All federal, state/province, and local laws apply.

Participation constitutes entrant's (each an "Entrant") 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. 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 registration. Entrants will not be allowed to change their physical addresses or e-mail addresses.

- 3. HOW TO PARTICIPATE IN THE PROMOTION:** To participate in the Contest and Sweepstakes, an eligible Entrant must take a photograph that includes the "19th Cork" or take a photo and add a virtual version of the 19th Cork, as described below ("Photo"). No purchase or payment is necessary to use the virtual version of the 19th Cork. 19th Corks will be randomly placed in specially-marked 19 Crimes wine bottles, sold at participating retailers (not all specially-marked 19th Crimes wine bottles will include a 19th Cork). The virtual version of the 19th Cork can be found at the Website (defined below) after an Entrant has registered and uploaded a photo. During the Promotion Period, using a Photo, an Entrant may enter the Contest and Sweepstakes as set forth below:
- A. **Online:** An eligible Entrant may visit 19crimes.com/19thcork ("Website"), enter his/her date of birth and email address, and complete the online 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/province, ZIP/Postal code, phone number, date of birth, and agreement to be bound by these Official Rules. An Entrant may then follow the instructions to upload a Photo and provide a description of how the Photo or Entrant's use of the 19th Cork embodies the rogue spirit of the 19 Crimes brand to receive one (1) Contest entry and one (1) Sweepstakes entry into the applicable Entry Period. **Note: to enter using the virtual 19th Cork, an Entrant must follow the instructions to add the virtual 19th Cork after the Entrant has uploaded a photo.**
 - B. **Instagram:** An eligible Entrant may sign into his/her Instagram account (or create an Instagram account if he/she does not already have one), connect his/her Instagram account to the Promotion (see Website for instructions on how to connect an Instagram account), and post a Photo with a description of how the Photo or Entrant's use of the 19th Cork embodies the rogue spirit of the 19 Crimes brand and *either* the hashtag "#19thCorkContest" *or* the hashtags "#19thCork" and "#Contest" to receive one (1) Contest entry and one (1) Sweepstakes entry into the applicable Entry Period. **Note: if it is the Entrant's first time posting on Instagram to receive an Entry, a comment may be posted on the Entrant's Instagram post with a link that Entrant must follow to register for the Promotion, as described in Section 3A above. As noted above, the Entrant must connect his/her Instagram account to the Promotion to receive an entry by posting on Instagram. Entrant will only have to complete this process one (1) time to be able to enter via Instagram during the Promotion Period. An Entrant**

will NOT receive any entries into the Contest or Sweepstakes until he/she registers at the Website and connects his/her Instagram account.

If an Entrant wishes to participate on Instagram, he/she must have a non-private Instagram account. An Entrant may create an Instagram account at no cost by visiting on to <http://instagram.com>. Creation of an Instagram account requires an Entrant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operate its services, entries from users with protected or private accounts (i.e., Entrant has set his/her account so that only people the Entrant has approved can view his or her updates) may not be received. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram.

By submitting an entry, an Entrant hereby grants permission for the entry, including the Entrant's Instagram account name, if applicable, to be publicly posted at the Website, Sponsor's social media accounts, or other website, at Sponsor's sole discretion. Once an entry is submitted, as described above, it may be made available on the Website, 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.

Photo/entry guidelines: A Photo/entry must meet following requirements:

- Must be in English, except for commonly understood foreign words;
- Must adhere to Instagram's Terms of Service (for Instagram posts), located at: <http://instagram.com/about/legal/terms/>;
- 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 include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Must not prominently feature, mention, or 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 or in violation of or contrary to the laws or regulations in any jurisdiction where posted.

If any Photo or entry 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.

By participating in the Promotion via Instagram, an Entrant agrees to release Instagram from any and all liabilities and responsibilities associated with entering the Contest.

IMPORTANT NOTE: Any Entrant who incorporates any intellectual property owned by a third party into his/her entry does so at his/her own risk. Without in any way limiting, expanding, or amending the terms and conditions residing on the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an Entrant's entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected entry from the Website because of such infringement, such entry may be disqualified from the Promotion, as Sponsor may determine in its sole discretion. Further, no Entrant will be eligible to receive a 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 and such Entrant's eligibility is verified. Each Entrant represents and warrants as follows: (i) the entry is the Entrant's own original, previously unpublished, and previously unproduced work; (ii) the entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Entrant, and as of the date of entry, is not the subject of any actual or threatened litigation or claim; (iii) the entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous.

Entry Limit: Regardless of the method of entry used, there is a limit of one (1) entry (into the Contest and Sweepstakes) for each entry method (Online and Instagram) per person/e-mail address/Instagram account per calendar day during the Promotion Period (two [2] total entries per calendar day). If more than one (1) entry is received via the same entry method from the same person/e-mail address/Instagram account during the same calendar day, only the first entry received may be considered valid. **A Photo may only be used to receive one (1) Contest and Sweepstakes entry during the Promotion Period; additional entries submitted using a Photo previously submitted will be considered invalid, at Sponsor's sole discretion.**

- 4. SWEEPSTAKES RANDOM DRAWINGS:** On or about each Drawing Date listed in Section 1, the Administrator will randomly select the applicable number of potential winners from all eligible Sweepstakes entries received from eligible United States residents during the respective Entry Period and the applicable number of potential winners from all eligible Sweepstakes entries received from eligible Canadian residents during the respective Entry Period (see Section 6 for number of prizes and potential winners). Potential winners from Canada will be required to correctly answer a mathematically timed skill-testing question before being declared a winner (as further described in Section 6 below). Each winner is deemed to be a potential winner pending verification of his/her eligibility and compliance with these Official Rules, as determined by Sponsor, at Sponsor's sole discretion.
- 5. CONTEST JUDGING AND WINNER SELECTION:** At the end of the Promotion Period, Contest entries will be judged by a panel of qualified judges comprised of Sponsor's representatives ("Judges"). The Judges will score entries according to the following weighted criteria: (i) Creativity: 26%; (ii) Originality: 25%; (iii) Brand Appeal: 25%; and (iv) Best Use of Cork: 24%. The nineteen (19) Entrants who submitted entries that received the highest scores out of all entries submitted by eligible United States residents and the one (1) Entrant who submitted the entry that received the highest score out of all entries submitted by eligible Canadian residents will be considered potential Contest prize winners. In no event will there be more than nineteen (19) Contest prize winners from the United States and one (1) Contest prize winner from Canada. Each winner is deemed to be a potential winner pending

verification of his/her eligibility and compliance with these Official Rules, as determined by Sponsor, at Sponsor’s sole discretion. In the event of any ties, the entry with the highest score in criterion (i) – “Creativity” – will prevail. In the event there are still any ties, the tied entries will be rescored and the entry with the highest overall Judges Score will prevail.

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

***All values are listed in USD unless otherwise noted. All CAD values are based on the exchange rate on June 2, 2017.**

A. Sweepstakes Prizes: The following Sweepstakes prizes will be available:

Sweepstakes Prizes for eligible United States Residents				
Sweepstakes Prize	# Winners/Quantity Per Entry Period	Total Quantity	ARV (each)	ARV (total)
Wireless Headphones	1	8	\$299	\$2,392
Leather Messenger Bag	5	40	\$280.81	\$11,232.40
Writers Log Small Notebook	10	80	\$31.28	\$2,502.40
Rack and Pinion Corkscrew	10	80	\$15.63	\$1,250.40
Prestige Leather Playing Card Case	10	80	\$23.75	\$1,900
Dice and Cup	10	80	\$11.98	\$958.40

Sweepstakes Prizes for eligible Canadian Residents				
Sweepstakes Prize	# Winners/Quantity Per Entry Period	Total Quantity	ARV (each)	ARV (total)
Wireless Headphones	1	8	299 USD / 403.77 CAD	2,392 USD / 3,230.16 CAD

Prize brands/entities listed above are not associated or affiliated with this Promotion in any way. Each prize is subject to the terms below and may be subject to additional restrictions provided at the time of prize delivery.

B. Contest Prizes (19 for eligible United States Residents; 1 for eligible Canadian Residents): Each Contest prize winner will receive a two (2)-day/one (1)-night trip for the winner and one (1) guest to visit Alcatraz in San Francisco, California from April 18, 2018 to April 19, 2018 (“Contest Prize”). Each Contest Prize includes round-trip coach class air transportation from a major commercial airport near winner’s residence to San Francisco, California for winner and guest; one (1) night hotel standard accommodations (single room/double occupancy); Night of Infamy party admission for winner and guest (on April 18, 2018); and a check for \$1,000 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. Each winner and his/her guest must travel on the same schedule. Winners and guests are responsible for having valid travel documents including government identification and/or passports. Each winner and/or guest 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 this 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 acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Each 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 the prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Sponsor shall have no obligation to a winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. The actual value of the 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 the 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 Contest Prize for a United States resident winner is \$3,075. The ARV of the Contest Prize for the Canadian resident winner is 3,775 USD / 5,097.76 CAD. No more than twenty (20) Contest Prizes will be available in the Promotion (nineteen [19] for eligible United States residents and one [1] for eligible Canadian Residents).

C. Odds of Winning a Sweepstakes Prize: The odds of winning a Sweepstakes prize depend on the total number of eligible Sweepstakes entries received from eligible United States residents and eligible Canadian residents during each Entry Period.

D. Total ARV: The total ARV of all available prizes for eligible United States residents in the Promotion is \$78,660.60. The total ARV of all available prizes for eligible Canadian residents in the Promotion is 6,167 USD / 8,327.92 CAD.

E. Prize Limit: Limit one (1) of each type of Sweepstakes prize and one (1) Contest Prize per person/household for United States residents. Limit one (1) Sweepstakes prize and one (1) Contest Prize per person/household for Canadian residents.

F. General Prize Conditions: 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 discretion, Sponsor may offer a Contest Prize winner a cash or check alternative to a Contest Prize. All other costs and expenses not expressly set forth herein shall be solely a winner's responsibility. Sponsor 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. HOW TO CLAIM A PRIZE AND CANADIAN SKILL TESTING QUESTION: Sweepstakes prizes will be mailed to each verified Sweepstakes prize winner at the address used at registration approximately six (6) to eight (8) weeks after verification. Each potential Canadian Sweepstakes prize winner must correctly answer a timed mathematical skill-testing question without assistance or the prize will be forfeited. Following the selection of potential Contest Prize winners, Sponsor's designee will notify each potential Contest Prize winner via e-mail at the e-mail address he/she used to register for the Promotion with instructions on how to claim a Contest Prize. Each potential Contest Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Contest Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Upon confirmation of a Contest Prize winner,

Sponsor's designee will contact the Contest Prize winner to arrange Contest Prize travel. If a Contest Prize is forfeited for any reason, an alternate potential winner may be selected (in accordance with Section 5 above) from all remaining non-winning entries received during the Promotion Period, in Sponsor's sole discretion.

If after a good-faith attempt Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. EACH UNITED STATES CONTEST 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. ALL FEDERAL, STATE/PROVINCE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH 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/text 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.

The Canadian provincial liquor agencies are not connected with this Contest and Sweepstakes in any manner whatsoever, and are not liable in any way whatsoever in regard to any matter which relates to this Contest and Sweepstakes.

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 (vi) 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 prize (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 A CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA 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 Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including but not limited to 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 email addresses for the domain associated with the submitted email 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. WINNERS LIST: For the names of winners, send a self-addressed, stamped envelope to: Night of Infamy Contest and Sweepstakes Winner List Request, PO Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by December 30, 2017.

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