

BOGLE LEGENDARY MUSIC SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OF ALCOHOL OR PURCHASE OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 21 OR OLDER TO ENTER.

REFERENCES TO ANY THIRD-PARTY ENTITY ARE NOT MEANT TO IMPLY AN ENDORSEMENT OF THIS CONTEST OR ANY ENTITY AFFILIATED WITH SPONSOR(S).

1. **SPONSOR.** The Bogle Legendary Music Sweepstakes (the "Sweepstakes") is sponsored by Bogle Vineyards, Clarksburg, CA 95612 (the "Sponsor").
2. **ELIGIBILITY.** Sweepstakes participation is open only to eligible legal residents United States and the District of Columbia (except where prohibited or restricted by law), who are 21 years of age or older at the time of entry. The following individuals are not eligible: Residents of the state of Utah, employees, contractors, directors and officers of Bogle Vineyards and each of its respective parent, affiliates, subsidiaries and web-design, advertising and promotion agencies, fulfillment, judging or other agency involved in the administration, development, fulfillment and execution of this Sweeps (collectively, "Parties"), and the immediate family members (parent, spouse, sibling, child, and their respective spouses or "step" of each, regardless of where they reside) and those living in their same households whether or not related. Employees of licensed alcoholic beverage manufacturers, distributors and retailers of alcoholic beverages, as well as state or local alcohol beverage agencies and their employees, are not eligible. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who, within the past six (6) months, performed services for Sponsor, Agency or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, and/or their respective parent, affiliates, subsidiaries, and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with the social media platforms where content may be posted or shared (Facebook, Instagram, Twitter, etc., collectively "Social Media Platforms") and Sponsor and entrants hereby release the Social Media Platforms from any and all liability, loss or damage resulting from administration of, communication of or participation in the Sweepstakes.

3. **SWEEPSTAKES ENTRY PERIOD.** The Sweepstakes begins 12:01:01 a.m. Eastern Standard Time ("EST") on October 1, 2019 and ends 11:59:59 p.m. EST on November 30, 2019 (the "Entry Period"). All entries must be received by 11:59:59 p.m. EST on November 30, 2019. All entries become the property of Sponsor and will not be acknowledged or returned.
4. **HOW TO ENTER.** There are two (2) ways to enter this Sweepstakes.

VIA TEXT: Enter using your SMS-enabled mobile phone by texting “BOGLE” to shortcode 313313 (each, a “Text Registration”). You (sometimes referred to herein as an entrant) will receive a reply text message(s) prompting you to provide your date of birth (DOB) and full email address. After your age is confirmed and email address accepted, you will be automatically entered into the Sweepstakes. To opt out of receiving texts following sweepstake entry, text “STOP” to 313313. Limit one Text Registration Entry per person or email address per day via text. Maximum entries for Text Registration during the Entry Period is sixty-one (61).

Text Registration entrants must have a mobile phone with text messaging and web browsing capabilities, as may be applicable, to enter and may incur a standard text message and/or data charge from their wireless service provider for each message sent and received. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Text Registration entrant must be the authorized account holder of the account from which the Entry is submitted. Entrant understands the text message sent is considered an electronic signature agreeing to the terms and to giving consent to receive automated text messages from Sponsor.

By participating in the Sweepstakes, entrant agrees that Sponsor shall have the right to use all personal information provided to Sponsor in accordance with the General Provisions in Section 5, below. At the time of entry, entrants might be given the opportunity to opt-in to receive further communications from Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning. No more than four (4) messages per month, and in some months there may be none. Entrant may text STOP to 313313 to stop receiving text messages.

VIA ONLINE WEBSITE REGISTRATION: Entrant may enter online by visiting www.BogleLegendaryMusicSweeps.com and submitting the official entry form including your full name, zip code, telephone number, email and birthdate (each, a “Website Registration”). Entrant must confirm they are 21 years of age or older. Entrant must complete all fields in the online entry form or entry will not be accepted. If you do not have a computer or other device to access the Internet, many public libraries offer free access to computers and the Internet. Limit one Entry per person or email address per day through Website Registration. Maximum entries for Website Registration during the Entry Period is sixty-one (61).

EARN ADDITIONAL ENTRIES ONLINE: After you have successfully registered as instructed above in these Official Rules, you may earn up to six (6) additional Entries per day by visiting www.BogleLegendaryMusicSweeps.com and participating as follows:

- a. Click to share the Sweepstakes to Instagram with the hashtags #BOGLELEGENDARYMUSIC and #SWEEPSTAKES and earn two (2) additional entries. Entrant may share once per day throughout the duration of the sweepstakes. Maximum entries for sharing on Instagram is one hundred twenty-two (122).
- b. Click to share the Sweepstakes on Twitter with the hashtags #BOGLELEGENDARYMUSIC and #SWEEPSTAKES and earn two (2) additional entries. Entrant may share once per day throughout the duration of the sweepstakes. Maximum

entries for sharing on Twitter is one hundred twenty-two (122).

c. Click to share Sweepstakes via email and earn two (2) additional entries. Entrant may share once per day throughout the duration of the sweepstakes. Maximum entries for sharing on Email is one hundred twenty-two (122).

Each entrant may earn up to a maximum of eight (8) entries per day, which includes Text Registration, Website Registration and sharing on Instagram, Twitter and/or email. Entrant agrees to comply with these Official Rules. The Sweepstakes and all content thereof is intended only for those who are of legal drinking age or older. Entrant should not share content with those who do not meet legal drinking age requirements. Entries become the property of Sponsor and will not be returned or acknowledged except as may be provided herein.

5. **GENERAL CONDITIONS.** By submitting an Entry, entrant accepts and agrees to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entry, including, but not limited to, the right to use entrant's likeness, and/or statements regarding his/her participation in this Sweepstakes (with or without using the entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the entrant or any other party. Entrant expressly waives any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the entry, and agrees not to sue or assert any claim against the Sponsor for the use of the Entry or entrant's likeness or statements.

Entrant agrees to indemnify and hold Sponsor, all related parties and their respective affiliates, officers, directors, agents, co-branders or other partners, including any of their employees, and the Social Media Platforms (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the entrant's Entry, or the entrant's conduct in creating an Entry or otherwise in connection with this Sweepstakes, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to forever release and discharge Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes entrant's rights with regard to any elements, characters or ideas contained in any Entry.

If for any reason the Sweepstakes cannot run as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion, to

cancel, terminate, modify and/or suspend the Sweepstakes and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive manner. Any attempt by an entrant to deliberately damage any website involved in the Sweepstakes or to undermine the legitimate operation of the Sweepstakes may be in violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages, including attorneys' fees, from any such entrant to the fullest extent of the law, including criminal prosecution. No responsibility is assumed by Sponsor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or on any website or any combination thereof, including any injury or damage to participant's or any other person's computer related to, or resulting from, participation in or downloading any materials from this Sweepstakes. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the prizes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the entry mechanism, to be violating these Official Rules or to be acting in a disruptive manner.

Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

6. **PRIZES: Grand Prize - One (1) Grand Prize will be awarded.** The Grand Prize Winner ("Grand Prize Winner") will receive for him/herself and one (1) Guest (21 or older) VIP wristbands and travel to attend a music festival (the "Festival") chosen by the Sponsor ("Grand Prize"). Grand Prize includes roundtrip coach-class airfare for the Grand Prize Winner and a Guest between the major commercial airport closest to Grand Prize Winner's residence (as determined by Sponsor in its sole discretion) and Las Vegas, Nevada; three (3) nights hotel accommodations at a hotel selected by Sponsor in its sole discretion (single room, double occupancy); and two (2) VIP Wristbands to attend each day of the Festival (specific wristband classification/designation determined by Sponsor in its sole discretion). Alcohol beverages are not part of the prize. In the event the Grand Prize Winner's residence is close enough to Las Vegas, Nevada, such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Grand Prize will not include air transportation, and no other substitution or compensation will be provided in lieu thereof. The Grand Prize Winner and his or her guest must travel together on the same itinerary and must be willing and legally able to travel to the selected Grand Prize destination and are each solely responsible for obtaining any desired or necessary travel documents (including valid government-issued photo identification). Sponsor will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize. If Grand Prize Winner chooses to travel without a guest, Grand Prize will be awarded in increments appropriate for one (1) person (i.e., the Grand Prize Winner) and no substitute prize or compensation will be awarded. Grand Prize trip must be booked by June 30, 2020. Trip is subject to

availability, blackout dates, advanced notice requirements, seasonal availability, and other restrictions. If there are insufficient entries or the Grand Prize Winner forfeits the prize for any reason, the Sponsor may conduct an alternate drawing, or choose to have the forfeited prize remain unawarded. Approximate Retail Value of the Grand Prize is \$5,800.00.

Should any element or detail of the Grand Prize become unavailable, the Sponsor shall have the right to substitute an equivalent element of similar value. The actual value of the Grand Prize may vary depending on the cost to procure prize elements. The Grand Prize Winner is responsible for any other fees and expenses not specifically mentioned in these Official Rules. By accepting the Grand Prize, winner represents that he/she understands that travel and attendance of an outdoor music festival contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature, or other agencies, known or unknown. The winner and winner’s guest represent that they recognize and accept that such risks may be present at any time before, during and after the Grand Prize event.

Weekly Prizes – Eight (8) Weekly Prizes (“Weekly Prizes”) will awarded in accordance with the Drawing Periods designated below. Each week one (1) Weekly Prize Winner (“Weekly Prize Winner”) will receive a branded merch pack consisting of: one (1) t-shirt and one (1) beanie hat. ARV of each Weekly Prize is \$20.00. Total ARV of all weekly prizes is \$160.00.

Total ARV of all prizes is \$5,960.00.

Alcohol is not part of the prize. Weekly winners and Grand Prize winner must each be 21 years of age or older. No substitution or cash equivalent of prize is permitted except at Sponsor’s sole discretion. All winners are each responsible for any and all federal, state and local taxes or assessments, as well as any forms as may be required by said taxing authorities (e.g., IRS Form W-9). Any person winning over \$600.00 in prizes will receive an IRS Form 1099 Miscellaneous from Sponsor for the calendar year in which any prize is awarded. Odds of winning depend on the number of eligible entries received.

WINNER SELECTION. Weekly winners will be selected in random drawings from all eligible entries in each Entry Period on the Drawing Dates listed:

Entry Period	Start Date (at 12:00 AM PT)	End Date (at 11:59:59 PM PT)	Drawing Date
1	10/1/19	10/7/19	10/10/19
2	10/8/19	10/14/19	10/17/19
3	10/15/19	10/21/19	10/24/19
4	10/22/19	10/28/19	10/31/19
6	11/5/19	11/11/19	11/14/19
7	11/12/19	11/18/19	11/21/19
8	11/19/19	11/30/19	12/3/19

All valid entries shall carry forward each week and be eligible for the weekly winner drawings. A weekly winner may only win one weekly prize, but shall remain eligible to win the Grand Prize.

Potential Grand Prize winner will be chosen in a random drawing from all eligible entries received on or before November 30, 2019. Winners will be drawn by an independent judging organization whose decision with respect to the selection of the winner and the interpretation of these rules and regulations will be final. Winner will be notified by telephone or email. Winner will be required to sign and return an Affidavit of Eligibility, Release and Indemnification and a Publicity Release (where allowed by law) within three (3) business days. If potential winner does not reply to such notification within three (3) business days, an email notification is undeliverable after up to three (3) attempts and/or the Affidavit of Eligibility, Release and Indemnification and Publicity Release is not returned to Sponsor within specified time period, winner will be disqualified and an alternate winner will be selected at Sponsor's sole discretion. Personally identifiable information received will be used only to verify eligibility and award prizes.

In the event of dispute concerning the identity of an entrant, the Entry will be deemed submitted by the natural person who is the authorized holder of the email account. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the control of the Sponsor. Return of any prize notification as "undeliverable" will result in disqualification. If for any reason any prize is not claimed or a winner is disqualified, the prize will be forfeited and an alternate winner will be selected from among all eligible entries received during the Entry Period.

7. **HOLD HARMLESS.** Sweepstakes is provided "as is". Winner and entrants agree that the Sweepstakes Parties shall not be responsible or liable for, and each winner and entrant agrees to release and hold harmless the Sweepstakes Parties from losses, damages, or injuries of any kind to person, including personal injury or death, or property resulting from participating in the Sweepstakes or Sweepstakes-related activity, including, but not limited to, the acceptance/possession and/or use or misuse of any prize or any injury or damage to entrant's or third person's property related to or resulting from any prize or any part of the Sweepstakes. By participating in the Sweepstakes, entrants agree that the Sweepstakes Parties will have no liability whatsoever for, and that entrant shall hold the Sweepstakes Parties harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of the prize awarded hereunder.

Without limiting the foregoing, everything regarding the Sweepstakes, including any websites used in connection therewith and any prize awarded hereunder, are 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, all of which are expressly disclaimed by the Sweepstakes Parties.

8. **LIMITATIONS OF LIABILITY AND RELEASE.** No liability or responsibility is

assumed by Sponsor or Parties resulting from any user's participation in or attempt to participate in the Sweepstakes or ability or inability to upload information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Sweepstakes. Sponsor and Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. Sponsor and the Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website or the download of any information from the Website. By participating in the Sweepstakes, the entrant forever releases and discharges Sponsor and Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. By accepting a prize in the Sweepstakes, Winner agrees that the Sponsor and Parties shall not be liable for any loss or injury resulting from participation in the Sweepstakes, acceptance or use of any prize. Sponsor and Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

9. **CHOICE OF LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant, Sponsor and the Indemnitees in connection with the Sweepstakes shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA. All claims, judgments and awards on behalf of entrant will be limited to lesser of actual out-of-pocket costs incurred or two hundred fifty dollars (\$250). Attorneys' fees will not be awarded or available to entrant, even if entrant proves to be a prevailing party. ENTRANT ACKNOWLEDGES AND AGREES THAT HE OR SHE HEREBY WAIVES AND RELEASES ANY RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION OR PARTICIPATE IN THE SAME.
10. **RULES REQUESTS/NAMES OF WINNERS.** For a copy of the Official Rules, send a self-addressed stamped envelope to: Bogle Legendary Music Sweepstakes, PO Box 280267, Nashville, TN 37228 (return postage may be omitted where prohibited). Requests received after December 16, 2019 will not be honored. For a list of the winners, available after December 31, 2019, send a self-addressed stamped envelope to: Bogle Legendary Music Sweepstakes, PO Box 280267, Nashville, TN 37228 (return

postage may be omitted where prohibited). Requests received after January 30, 2020 will not be honored.

11. **ADMINISTRATOR.** Sweepstakes administrator is Southern Made Services, LLC, 844 Hillwood Blvd Nashville, TN 37209.
12. **DISPUTES.** To the fullest extent permitted by law, entrant agrees that: (1) Any and all disputes, claims and causes of action brought by him/her arising out of or connected with this Contest or a Prize awarded (collectively, "Dispute") shall be resolved individually, without resort to any form of class action; (2) Any and all Disputes shall be settled in an amicable discussion between the entrant and Sponsor. If any Dispute cannot be resolved in such manner, before resorting to any other legal remedy, entrant and Sponsor shall be determined solely by arbitration in San Francisco, California before one JAMS arbitrator agreed upon by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction; (3) Any and all claims, judgments, and awards to entrant shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; (4) Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased

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