## CASILLERO DEL DIABLO LEGENDARY EXPERIENCE + MEET & GREET WITH PEDRO PASCAL SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING FLORIDA AND NEW YORK) WHO ARE 21+ YRS. OLD. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ODDS OF WINNING DEPEND ON NUMBER OF ENTRIES RECEIVED. SWEEPSTAKES BEGINS 10/17/2022 AND ENDS 10/31/2022. THREE (3) GRAND PRIZES WILL BE AWARDED. GRAND PRIZE WINNERS WILL RECEIVE TWO (2) ROUND TRIP TICKETS TO MIAMI, FLORIDA, AND AN EXCLUSIVE MEET AND GREET WITH PEDRO PASCAL, DURING A RED-CARPET GALA. SEE OFFICIAL RULES FOR FULL PRIZE DESCRIPTION. APPROXIMATE RETAIL VALUE ("ARV") OF EACH GRAND PRIZE IS FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400). FOR FULL OFFICIAL RULES, VISIT HTTPS://THEWINELEGEND.COM/US. ©2022 SPONSORED BY FETZER VINEYARDS DBA VIÑA CONCHA Y TORO USA, HOPLAND, MENDOCINO CO., CA.

- 1. SWEEPSTAKES PERIOD. The Casillero del Diablo Legendary Experience + Meet and Greet with Pedro Pascal Sweepstakes (the "Sweepstakes") begins at 12:00:01 a.m. Eastern Standard Time ("EST") on October 17, 2022 and ends at 11:59:59 p.m. EST on October 31, 2022 (the "Sweepstakes Period"). All entries must be time stamped by October 31, 2022 at 11:59:59pm EST. Sponsor's clock shall be the official timekeeper for this Sweepstakes. Limit one (1) entry per person, per day.
- 2. **HOW TO ENTER.** There is one (1) way to enter: via Online Application.
  - ONLINE APPLICATION: Access the Sweepstakes application by visiting <a href="https://thewinelegend.com/us">https://thewinelegend.com/us</a> and following the online instructions to complete and submit the on-line entry form with all required information to receive one (1) Entry in the Sweepstakes ("Entry Method"). The entry form may require entrant information, including name, date of birth, email address, phone number, and street address. A completed entry via the Entry Method shall be referred to herein as the "Entry" or the "Submission." Incomplete entry forms will not constitute an Entry or Submission.

Normal Internet access and usage charges imposed by your online service provider may apply. If you choose to enter the Sweepstakes by using a mobile device: Message and data rates apply. You may be charged by your wireless carrier for entering the Sweepstakes via mobile device. It is therefore recommended that you consult your wireless carrier's pricing plan BEFORE entering the Sweepstakes via mobile device. Not all mobile devices offer wireless Internet access and wireless Internet access may not be available in all areas.

An entrant's email address must be able to receive messages from Sponsor during the Sweepstakes Period. Sponsor reserves the right to disqualify, in its sole and absolute discretion, entries made through email accounts that are used to perpetuate, solicit, or encourage fraud, unlawful activity, sexual activity, harassment, or spam or submit multiple Entries in excess of the Entry limitation. **Sponsor discourages participants from creating multiple email accounts to submit multiple Entries, and any participant doing so will have all of his or her Entries disqualified.** 

## LIMIT ONE (1) ENTRY PER PERSON, PER DAY OF THE SWEEPSTAKES PERIOD FOR THE SWEEPSTAKES.

Violation of this entry limit will result in only the initial entry per day being accepted. But, Sponsor reserves the right to void all entries (and disqualify entrant from the Sweepstakes altogether as well as to prohibit such entrant from participating in future promotions offered by Sponsor) if Sponsor determines in its sole discretion that a given person has engaged in egregious, blatant or repeated violations of the entry limit. Proof of submission of entry does not constitute proof of receipt of same or proof of entry. All entries become the sole property of the Sponsor. Sponsor and its agencies assume no responsibility for late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled entries/text messages/SMS transmissions, or any technical failures regardless of cause; and,

all such entries are void.

- **3. ELIGIBILITY.** Open to legal residents the United States and the District of Columbia (excluding Florida and New York) 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 each of its parent companies, affiliates, subsidiaries, advertising and promotion agencies, prize suppliers, 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 <u>NOT</u> eligible to participate. In order to enter the Sweepstakes or receive a prize, you must fully comply with these Official Rules, and by entering you agree to be bound by these Official Rules and 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.
- PRIZE. Three (3) Grand Prizes will be awarded. Grand Prize Winners will receive two (2) round trip tickets for United States domestic airfare from their closest airport (as determined by Sponsor) to Miami, Florida; hotel accommodations for two nights in Miami, Florida (one room, double occupancy); transportation while in Miami, Florida to scheduled events; meals during the scheduled events; and an exclusive meet and greet with Pedro Pascal, during a red-carpet gala night event for the winner and one guest. Approximate Retail Value ("ARV") of each Grand Prize is four thousand four hundred dollars (\$4,400); total ARV of all prizes is thirteen thousand two hundred dollars (\$13,200). Alcoholic beverages are not part of the prize. Three (3) potential winners will be randomly selected on or about November 4, 2022 ("Selection Date") by Sponsor, whose decisions will be final in all matters relating to this Sweepstakes. Odds of winning the Grand Prize will be determined by the total number of eligible Entries received. The awarding of the Grand Prize is subject to verification of the potential winner's eligibility. The potential winner(s) will be notified by text message, email or phone (specific method[s] of notification being of Sponsor's sole choosing as well as depending upon the method used to enter the Sweepstakes) on or around November 10, 2022, 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 48 hours of notification. If potential winner(s) cannot be reached, do not respond within 48 hours, or do not complete the required Affidavits and Releases within 48 hours, the Grand Prize will automatically be forfeited and an alternate potential winner may be randomly selected from the remaining eligible Entries at Sponsor's sole discretion, time permitting. In the event of noncompliance with this requirement or if a potential winner cannot be contacted for any reason under the process described above, prize will be forfeited without compensation of any kind.
- 5. GENERAL CONDITIONS. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER OR ANY BEHAVIOR BY WINNER THAT WILL BRING SUCH WINNER OR SWEEPSTAKES ENTITIES INTO DISREPUTE (IN SWEEPSTAKES ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THIS SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

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 or to substitute the prize or a component of the prize for one of comparable or greater value.

ELECTRONIC SUBMISSIONS: In the event of a dispute, online entries will be deemed made by the authorized account holder of the email address submitted at time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses. Sponsor and its agencies are 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 submit entries more than once per day) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant.

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 OF 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(s), 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(s) including without limitation, 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, 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(s) will be responsible for the taxes associated with airfare at the time of booking. Airline tickets are nontransferable. 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(s) and any permitted guest(s) 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 EACH OF 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), AND PRIZES ARE AWARDED "AS IS." 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/or 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 shall not be responsible or liable for any losses, damages, or injuries of any kind resulting from the Sweepstakes, any Sweepstakes-related activity, or use of the Grand Prize. By participating, all entrants release Sponsor, and each of 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. 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 THAT THE CREDITOR OR RELEASED PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." 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 <a href="https://vct-usa.com/privacy-policy/">https://vct-usa.com/privacy-policy/</a>, 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 LIST.** A list of Winner(s) will be available after November 30, 2022. Please send a self-addressed stamped envelope to: Fetzer Vineyards DBA Viña Concha Y Toro USA, 349 Healdsburg Ave, Healdsburg, CA, 95448. All requests for the winner's list must be postmarked by December 23, 2023. All requests for the Winner's list must be received by December 31, 2022.

Requests will be fulfilled after winner(s) are verified.

**7. SPONSOR.** This Sweepstakes is sponsored by Fetzer Vineyards DBA Viña Concha y Toro USA, Hopland, Mendocino Co., CA.

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