

BERINGER MAIN AND VINE WINE AND WIN SWEEPSTAKES
(ALSO ADVERTISED AS UNCORK FOR A CHANCE TO WIN)
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES ARE INCLUDED IN ANY PRIZES.

OPEN ONLY TO ELIGIBLE LEGAL U.S. RESIDENTS OF FORTY-NINE (49) UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING UTAH) WHO ARE AT LEAST TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Beringer Main and Vine Wine and Win Sweepstakes, also advertised as Uncork for a Chance to Win (the “Promotion”) is sponsored by Beringer Vineyards (“Sponsor”), 555 Gateway Drive, Napa, CA 94558, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **PROMOTION PERIOD:** The Promotion begins on May 1, 2017, at 12:00:00 PM (Noon) Eastern Time (“ET”) and ends on June 30, 2018, at 11:59:59 PM ET (“Promotion Period”) and consists of five (5) entry periods (each an “Entry Period”) as outlined in the chart below:

Entry Period	Start Date and Time	End Date at 11:59:59 PM ET
1	May 1, 2017 at 12:00 PM ET	June 30, 2017
2	July 1, 2017 at 12:00 AM ET	October 31, 2017
3	November 1, 2 017 12:00 AM ET	December 20, 2017
4	December 21, 2017 12:00 AM ET	April 30, 2018
5	May 1, 2018 12:00 AM ET	June 30, 2018

The Administrator’s computer is the Promotion official clock.

2. **ELIGIBILITY:** This Promotion is offered only to legal residents of the forty-nine (49) United States and the District of Columbia (excluding Utah) who are at least twenty-one (21) years old at the time of entry. Employees, of Sponsor, Administrator, any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the “Promotion Entities”) and 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 Promotion is void in Utah, Puerto Rico, 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, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

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 Promotion registration. Entrants will not be allowed to change their physical address or e-mail address. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays (as defined below) associated with that household (determined by Sponsor and/or Administrator in their sole discretion) may be disqualified.

3. HOW TO ENTER: No Purchase Necessary. Entrants may obtain an entry code (“Code”) to enter the Promotion using one (1) of the following three (3) methods. All Codes must be entered at the Website (defined below) by 11:59:59 PM ET on June 30, 2018.

A. Purchase participating product: During the Promotion Period, entrants may purchase a specially marked bottle of any of the Beringer wines listed in the chart below (each a “Participating Product”) to obtain a unique Code printed on either the neck hanger (for Dry Rose) or on the cork (for all others products, except in California where Codes will be printed on the back label of the product) on the Participating Product, while supplies last. Codes are not available on Participating Product corks in California; Codes found on back labels of Participating Products are only available to California residents.

Participating Product	Size
Dry Rose	750mL, 1.5L
Pinot Grigio	750mL, 1.5L
Chenin Blanc	750mL, 1.5L
Sauvignon Blanc	750mL, 1.5L
Moscato	750mL, 1.5L
White Zinfandel Chardonnay	750mL, 1.5L
Pink Moscato	750mL, 1.5L
White Zinfandel Moscato	750mL, 1.5L
Red Moscato	750mL, 1.5L
White Merlot	750mL, 1.5L
Cabernet Sauvignon	750mL, 1.5L
Red Crush	750mL, 1.5L
Merlot	750mL, 1.5L

B. Without a Purchase Mail-In (June 24, 2017 through June 15, 2018): To obtain a Code without making a purchase, an eligible entrant must legibly hand write his/her full first and last name, complete street address (no P.O. Box), age, and valid e-mail address on a 3½” x 5” properly stamped postcard and mail it to: The Beringer Main and Vine Wine and Win Sweepstakes Code Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked between June 24, 2017 and June 15, 2018 and received by June 26, 2018. Administrator will send one (1) Code by e-mail to the e-mail address provided on each postcard received. Each entrant may obtain no more than seven (7) Codes per calendar week (as determined by the name and email address on each postcard) through this method of Code request. Mail-in requests will not be returned and no further correspondence will be entered into. Mail-in requests must be legibly hand-written. Mechanical reproductions, postage-due, mail-in requests mailed in an envelope or sent in excess of the stated entry limits will not be accepted. Mail-in requests received without a verifiable and legible return address and e-mail address will be deemed incomplete and not a valid request.

- C. Without a Purchase Online Code Request (June 16, 2018 through June 30, 2018): From 12:00 AM ET on June 16, 2018 through 11:59:59 PM ET on June 30, 2018, an eligible entrant must visit uncork.mainandvinewine.com/amoe and follow the onscreen instructions to obtain one (1) Code. Entrants can request up to one (1) Code per day via this method.

During the Promotion Period, after obtaining a Code, an eligible entrant must visit uncork.mainandvinewine.com (“Website”) and enter his/her birth date, state, and valid e-mail address. If it is the entrant’s first time at the Website, the entrant must provide the required registration information, which may include, but is not limited to, his/her first and last name (no initials), street address (no PO Boxes), city, state, ZIP/postal code, daytime telephone number, and date of birth. Upon submission of a valid e-mail address and the complete registration information, the entrant must then submit a unique Code.

Upon submitting a Code, the entrant will receive one (1) entry (“Game Play”). After the Game Play, the entrant will receive notification on the Website screen as to whether or not he/she is a potential winner (“Notification”). Each entrant who receives a winning Notification will be deemed a potential prize winner, pending verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor or its representative in its sole discretion. An entrant is not a winner of any prize, even if the Website/Notification should so indicate unless and until entrant’s eligibility and the potential winning entry have been verified as determined by Sponsor or its representative in its sole discretion. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any entry that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

LIMIT: Regardless of the method used to obtain a Code, limit one (1) Game Play/entry per day during the entire Promotion Period. If an entrant completes more than one (1) Game Play/entry in the same day, all Game Plays/entries completed by the entrant may, at the Sponsor’s sole discretion, be deemed invalid Game Plays/entries. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Promotion, then that entrant, in Sponsor’s sole discretion, may not be eligible to win a prize.

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

- A. **Prizes (9,851)**: Entrants can win the following prizes (each a “Prize”) depending on which Entry Period he/she entered:

Entry Period 1 (1,469):

Prize Description	Quantity	ARV of Each
Rarest Rainbow Blush Pink Diamond Ring	3	\$3,000
Rose Gold Wireless Headphones	40	\$300
Rarest Rainbow Sterling Silver Earrings	72	\$660
Patio Wine Cooler	74	\$70
Designer Clutch Handbag	85	\$200
Rose Themed Sun Hat	100	\$30

Pink Rose Bouquet from 1-800 Flowers (awarded as a gift card applicable toward 1-800 Flowers or any affiliated partners; terms and conditions of gift card apply)	200	\$50
Rose Kitchen Mat	150	\$48
Rose Beach Towel	145	\$40
Shatterproof Wine Glasses	200	\$20
Wine Inspired Canvas Shopping Tote	400	\$12
Total	1,469	\$125,500

The total number of Prizes in Entry Period 1 will not exceed one thousand four hundred sixty-nine (1,469).

Entry Period 2 (1,860):

Prize Description	Quantity	ARV of Each
Rose Themed Sun Hat	245	\$30
Pink Rose Bouquet from 1-800-Flowers (awarded as a gift card applicable toward 1-800 Flowers or any affiliated partners; terms and conditions of gift card apply)	250	\$50
Rose Kitchen Mat	195	\$48
Rose Beach Towel	195	\$40
Shatterproof Wine Glasses	475	\$20
Wine Inspired Canvas Shopping Tote	500	\$12
Total	1,860	\$52,510

The total number of Prizes in Entry Period 2 will not exceed one thousand eight hundred and sixty (1,860).

Entry Period 3 (3,328):

Prize Description	Quantity	ARV of Each
Holiday Getaway for 4 (awarded as a \$2,000 voucher)	8	\$2,000
Rarest Rainbow Diamond Stud Earrings	50	\$390
Fresh Christmas Tree from 1-800 Flowers (awarded as a gift card applicable toward 1-800 Flowers or any affiliated partners)	250	\$150
Poinsettias (awarded as a gift card applicable toward 1-800 Flowers or any affiliated partners)	100	\$50
Designer 5-Piece Place Setting (2 sets)	150	\$240
\$100 Airline Voucher	495	\$100
Professional House Cleaning for the Holidays (awarded as \$250 gift card)	95	\$250
Holiday Dinner on Beringer (awarded as \$100 in Groceries)	150	\$100
Faux Shearling Blanket	245	\$40
Corkpull Wine Opener	175	\$15

Golden Leaf Ornament	975	\$15
Cozy Scarf	195	\$25
Cork Wreath	195	\$45
4 Piece Wine Glass Set	245	\$20
Total	3,328	\$247,850

The total number of Prizes in Entry Period 3 will not exceed three thousand three hundred twenty-eight (3,328).

Entry Period 4 (1,325):

Prize Description	Quantity	ARV of Each
Faux Shearling Blanket	100	\$40
Cozy Scarf	150	\$25
Corkpull Wine Opener	125	\$15
Floral Bouquet from 1-800 Flowers (awarded as a gift card applicable toward 1-800 Flowers or any affiliated partners; terms and conditions of gift card apply)	250	\$50
Shatterproof Wine Glasses	250	\$20
Canvas Shopping Tote	450	\$12
Total	1,325	\$32,525

The total number of Prizes in Entry Period 4 will not exceed one thousand three hundred twenty five (1,325).

Entry Period 5 (1,869):

Prize Description	Quantity	ARV of Each
Professional House Cleaning for One (1) Year (awarded as a \$5,000 Gift Card; terms and conditions of Gift Card apply)	4	\$5,000
Dyson Vacuum	95	\$600
Havenly Interior Design Package	145	\$79
Rarest Rainbow Sterling Silver Earrings	50	\$465
\$100 Professional House Cleaning (awarded as a \$100 Gift Card; terms and conditions of Gift Card apply)	240	\$100
Spring Floral Bouquet (awarded as a gift card applicable toward 1-800 Flowers or any affiliated partners; terms and conditions of gift card apply)	150	\$50
Picnic Blanket	95	\$30
Rose Themed Sun Hat	150	\$30
Wine Picnic Basket	195	\$50
Silver Wine Bucket	145	\$50
Shatterproof Wine Glasses	150	\$20
Wine Inspired Canvas Shopping Tote	450	\$12
Total	1,869	\$175,955

The total number of Prizes in Entry Period 5 will not exceed one thousand eight hundred sixty-nine (1,869).

The total number of Prizes in the entire Promotion Period will not exceed nine thousand eight hundred fifty-one (9,851).

B. Total ARV: The total ARV of all Prizes available in the Promotion is \$634,340.

C. Odds of Winning: The odds of winning depend on when the entrant completes a Game Play. Prizes will be made available at random times throughout each Entry Period of the Promotion Period. To be a potential winner, an entrant's Game Play for a specific Prize must have occurred either at the exact randomly predetermined winning time for that specific Prize during the specific Entry Period, as determined by Administrator. If a Game Play does not occur at the exact randomly predetermined winning time for that specific Prize, then the next entrant's Game Play for that Prize to occur after that time will be deemed a winner. The number of Prizes available to be won will decrease during the Promotion Period as Prizes are awarded and claimed.

All Prizes will be awarded provided there is a sufficient number of eligible winners, and the Prizes are claimed properly in accordance with these Official Rules. The Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded.

5. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules. All Promotion entrants who receive a winning Game Notification are subject to verification of eligibility and compliance with these Official Rules. Except where and to the extent prohibited, a potential winner of a Prize valued at \$600 or more will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). Each such potential winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential winner or the Prize may (in Sponsor's sole discretion) be forfeited. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of winner's right to claim a Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If any potential winner is disqualified, determined to be ineligible or found not to be in compliance with these Official Rules, or, if any Prize is unclaimed, the Prize will be forfeited and, that Prize will not be awarded.

Each Prize will be mailed to the winner at the physical address provided during Promotion registration within approximately 3 to 4 weeks from verification of eligibility. Promotion Entities assume no responsibility for undeliverable e-mails resulting from any cause, including any form of active or passive e-mail filtering by a user's Internet Service Provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mails. The Promotion Entities shall not be held responsible for any delays in awarding Prizes for any reason.

Each gift card/voucher is subject to the terms and conditions set forth thereon which shall govern the use of the gift card/voucher. Gift cards/vouchers will not be redeemed or exchanged for cash, except where required by law. Gift cards/vouchers will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission

and will be voided if altered or defaced. 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 any component thereof, at Sponsor's sole and absolute discretion. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Any unspecified expenses, and incidental items related to the acceptance/use of the Prize are solely the responsibility of the winner. In no event will more Prizes than are stated in these Official Rules be awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Prizes will only be awarded to verified winners.

If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Promotion Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each prize. Any portion of a prize not accepted by winner will be forfeited. Sponsor will issue an IRS Form 1099-MISC to the winner of a Prize valued at \$600 or more if winner is a U.S. resident. Sponsor may issue the appropriate tax document to potential Canadian winners. Approximate retail values are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each prize will only be awarded to a verified winner. Prizes that are unclaimed, unredeemed or returned as undeliverable may not be awarded.

- 6. GENERAL:** In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of Prizes will be awarded in a random drawing from among all verified Prize claims received for that Prize.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities, and each of their respective affiliates, parent companies, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable entries, e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human

intervention; or the incorrect or inaccurate capture of entry information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction. The Released Parties shall not be responsible or liable for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole and absolute discretion, be disqualified.

- 8. RELEASE, WAIVER, AND DISCLAIMER:** By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; 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 outside 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) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, 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), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control (collectively, "Force Majeure"), or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion or any online service via the Internet due to hardware or software compatibility problems, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (n) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (o) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING PRIZE COMPONENTS, 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 9. DISPUTES:** THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NAPA COUNTY, CALIFORNIA. 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 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 FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. Further, Entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. 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.
- 10. PRIVACY:** Sponsor's Privacy Statement is available at <http://www.tweglobal.com/privacy-policy/>.
- 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, voice recording, video images and all related footage, 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 television, radio, the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

12. MISCELLANEOUS: Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered or suspected, in Sponsor's sole and absolute discretion, that an entrant has registered or attempted to register using multiple e-mail addresses, identities, proxy servers or like methods, all of that entrant's Game Plays will be declared null and void, and that entrant will be ineligible to win a Prize. Also, if it is discovered that any entrant attempts to receive additional Game Plays in excess of the stated limitation, that entrant may, in Sponsor's sole and absolute discretion, be disqualified from the Promotion. 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 associated with the account used to make 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. Sponsor and Administrator reserve the right to disqualify any individual found, in their sole opinion, 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 a Promotion. 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. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS 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. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. 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 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 Promotion 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: To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Beringer Main and Vine Wine and Win Sweepstakes, also advertised as Uncork for a Change to Win - Winners List Request, P.O. Box 251328, West Bloomfield, MI USA 48325. Winners List requests must be received by October 2, 2017.

Sponsor: Beringer Vineyards, 555 Gateway Drive, Napa, CA 94558.

Customer services inquiries can be made at [Contact Us](#).

All other trademarks are the property of their respective owners.

© 2017 Beringer Vineyards. All rights reserved.