

**BERINGER MAIN AND VINE WINE & WIN INSTANT WIN GAME**

**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 THE FIFTY (50) UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF GAME PLAY.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Beringer Main and Vine Wine & Win Instant Win Game (“Promotion”) is sponsored by Beringer Vineyards (“Sponsor”), 2000 Main Street, St Helena, CA 94574. PO Box 4500, 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 July 6, 2018 at 12:00 PM Eastern Time (“ET”) and ends on December 31, 2019 at 11:59:59 PM ET (“Promotion Period”). The Promotion includes the following three (3) entry periods (each, an “Entry Period”):

| <b>Entry Period</b> | <b>Start Date (at 12 AM ET except Entry Period 1)</b> | <b>End Date (at 11:59:59 PM ET)</b> |
|---------------------|---|-------------------------------------|
| <b>1</b>            | 7/6/18 at 12 PM ET                                    | 9/2/18                              |
| <b>2</b>            | 9/3/18  | 1/31/19                             |
| <b>3</b>            | 2/1/19  | 12/31/19                            |

The Administrator’s computer is the Promotion official clock.

2. **ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States (excluding Utah) and the District of Columbia who are at least twenty-one (21) years old at the time of participation. Any guest of a winner participating in any prize-related activity must be at least twenty-one (21) years old. 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. Void in Utah, Puerto Rico, all other United States territories and possessions, and where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions, 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 addresses or e-mail addresses. 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:** An entrant may obtain a game play code (“Code”) to enter the Promotion using the following three (3) methods. All Codes must be entered at the Website (defined below) by 11:59:59 PM ET on December 31, 2019.

A. Purchase Participating Product: During the Promotion Period, an entrant may purchase a specially marked bottle of any of the Beringer wines listed in the table below (each a “Participating Product”) to obtain a Code printed on the cork (except in California, where Codes will be printed on the back label of the 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.

| <b>Participating Product</b> | <b>Sizes</b> |
|------------------------------|--------------|
| Sangria                      | 750mL, 1.5L  |
| Pinot Grigio                 | 750mL, 1.5L  |
| Chenin Blanc                 | 750mL, 1.5L  |
| Sauvignon Blanc              | 750mL, 1.5L  |
| Moscato                      | 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  |
| White Zinfandel              | 750mL, 1.5L  |
| Chardonnay                   | 750mL, 1.5L  |

B. Without a Purchase Mail-In (July 6, 2018 through December 17, 2019): To obtain a Code without making a purchase, an eligible entrant may 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: Beringer Main and Vine Wine & Win Instant Win Game 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 July 6, 2018 and December 17, 2019 and received by December 26, 2019. 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 e-mail 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 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 (December 17, 2019 through December 31, 2019): From 12:00 PM ET on December 17, 2019 through 11:59:59 PM ET on December 31, 2019, an eligible entrant may visit [uncork.mainandvinewine.com/amoe](http://uncork.mainandvinewine.com/amoe) and follow the onscreen instructions to obtain one (1) Code. An Entrant 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](http://uncork.mainandvinewine.com) (“Website”) and enter his/her birth date 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) game play (“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 Game Play 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 Game Play 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 per entrant per day during the Promotion Period. If an entrant completes more than one (1) Game Play in the same day, all Game Plays completed by the entrant may, at the Sponsor’s sole discretion, be deemed invalid. An entrant is 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 (1) e-mail address or multiple identities to participate in the Promotion, 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:** The following prizes (each, a “Prize”) are available in the Promotion:

**Entry Period 1 Prizes**

| <b>Prize Description</b>  | <b>Quantity</b> | <b>ARV (each)</b> |
|---|-----------------|-------------------|
| Baseball Big Game Tickets (set of 2 tickets; awarded as \$3,000 gift card)    | 3               | \$3,000           |
| Baseball Fan Pack (awarded as \$150 gift card)                                | 5               | \$150             |
| Baseball Game Tickets of Choice (set of 2 tickets; awarded as \$78 gift card) | 150             | \$78              |
| Clear Plastic Tumbler   | 100             | \$16              |
| Baseball Team Throw Blanket (awarded as \$30 gift card)                       | 245             | \$30              |

|   |     |       |
|---|-----|-------|
| BBQ Grill (awarded as \$500 gift card)                                  | 70  | \$500 |
| 1 Year Apple Pie Subscription (awarded as \$588 Goldbely.com gift card) | 80  | \$588 |
| Cooler  | 50  | \$70  |
| Designer Sunglasses   | 150 | \$153 |
| Ice Cream Maker (awarded as \$115 gift card)                            | 100 | \$115 |
| Patio Standing Wine Cooler  | 74  | \$70  |
| Beringer Branded US Shaped Cutting Board                                | 300 | \$20  |
| Beringer Monogrammed Apron  | 500 | \$15  |
| Corkpull Wine Opener  | 175 | \$15  |

Two thousand two (2,002) Prizes will be available in Entry Period 1. The total ARV of all available Entry Period 1 Prizes is \$171,695.

### Entry Period 2 Prizes

| <b>Prize Description</b>   | <b>Quantity</b> | <b>ARV (each)</b> |
|--|-----------------|-------------------|
| Big Screen TV (awarded as \$500 gift card)                       | 5               | \$500             |
| Surround Sound System (awarded as \$250 gift card)               | 10              | \$250             |
| Winter Weekend Getaway (awarded as \$1,000 gift card)            | 5               | \$1,000           |
| Holiday Dinner on Beringer (awarded as \$100 gift card)          | 75              | \$100             |
| Harry & David Dessert (awarded as \$100 Harry & David gift card) | 50              | \$100             |
| Poinsettias (awarded as \$50 1-800 Flowers gift card)            | 100             | \$50              |
| Rarest Rainbow Bracelet  | 15              | \$380             |
| Great American Cookbook  | 200             | \$18              |
| Beringer Branded Throw   | 100             | \$40              |
| Monogrammed Tablecloth (awarded as \$30 gift card)               | 150             | \$30              |
| Winter Wreath (awarded as \$75 1-800 Flowers gift card)          | 100             | \$75              |
| Beringer Grape Leaf Ornament                                     | 500             | \$15              |

One thousand three hundred ten (1,310) Prizes will be available in Entry Period 2. The total ARV of all available Entry Period 2 Prizes is \$60,300.

### Entry Period 3 Prizes

| <b>Prize Description</b>                                    | <b>Quantity</b> | <b>ARV (each)</b> |
|---|-----------------|-------------------|
| Patio Dining Set (awarded as \$1,200 gift card)             | 5               | \$1,200           |
| Concert Tickets (awarded as \$100 gift card)                | 25              | \$100             |
| Apple Tree (awarded as \$60 fastgrowingtrees.com gift card) | 50              | \$60              |
| Rarest Rainbow Earrings                                     | 10              | \$402             |
| Magnolia Style 'Welcome Sign'                               | 50              | \$50              |
| State-Themed Candles (awarded as \$30 gift card)            | 75              | \$30              |
| Farmhouse Inspired Doormat                                  | 50              | \$48              |
| Set of 2 Beringer Branded Mason Jars                        | 600             | \$20              |

|  |       |      |
|--|-------|------|
| Key Lime Pies (awarded as \$38 Goldbely.com gift card) | 125   | \$38 |
| Corkpull Wine Opener                                   | 300   | \$15 |
| Beringer Grape Leaf Ornament                           | 500   | \$15 |
| Aviator-Style Sunglasses                               | 750   | \$5  |
| Beringer Key Chain                                     | 1,000 | \$5  |

Three thousand five hundred forty (3,540) Prizes will be available in Entry Period 3. The total ARV of all available Entry Period 3 Prizes is \$59,795.

**The total number of Prizes available in the Promotion will not exceed six thousand eight hundred fifty-two (6,852).**

- B. Total ARV:** The total ARV of all Prizes available in the Promotion is \$291,790.
- 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.
- D. General:** 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. Each gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Gift cards will not be redeemed or exchanged for cash, except where required by law. Gift cards 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. Limit one (1) Prize per person/household per Entry Period (three [3] Prizes per person/household total).
- 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 five (5) 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 six (6) to eight (8) 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.

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. 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 Game Plays 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. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Sponsor will issue an IRS Form 1099-MISC to the winner of a Prize valued at \$600 or more. 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. 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. 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 Game Plays, 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 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 Game Plays in excess of the stated limit or for Game Plays 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 Game Plays 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 Game Plays, 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 Game Play (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 Game Plays, (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 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 JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NAPA COUNTY, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR 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 Policy 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 Game Play will be declared made by the authorized account holder of the e-mail address associated with the account used to make such Game Play. "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 Game Plays 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. WINNER 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 & Win Instant Win Game - Winner List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by March 3, 2020.

**Sponsor:** Beringer Vineyards, 2000 Main Street, St Helena, CA 94574. PO Box 4500, Napa, CA 94558.

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

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