



## POWELL VILLAGE WINERY

## SUMMER SWAG GIVEAWAY

## 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 AND THE DISTRICT OF COLUMBIA 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 "Summer Swag Giveaway", is sponsored by Powell Village Winery ("Sponsor"), 50 South Liberty Street Suite 174, Powell OH 43065, Powell Village Winery LLC ("Administrator"),

1. **PROMOTION PERIOD:** The Promotion begins on July 28th, 2018, at 12:00:00 AM Pacific Standard Time ("PST") and ends on August 1st, 2018 at 12:00 PM (Noon) PST ("Promotion Period The Administrator's computer is the Promotion official clock.

2. **ELIGIBILITY:** This Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia 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 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 e-mail address will be the e-mail address submitted at the time of Promotion registration. Entrants will not be allowed to change e-mail address.

3. **HOW TO ENTER:** No Purchase Necessary. Entrant may click on the Link in the Powell Village Winery e-mail, or social media channels dated July 28th, 2018 or go directly to <https://www.powellvillagewinery.com/contest> LIMIT: Limit one (1) entry per day during the entire Promotion Period. If an entrant completes more than one (1) entry in the same day, all entries completed by the entrant may, at the Sponsor's sole discretion, be deemed invalid 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: One entrant will win a “Sneaky Flask” (ARV \$10), Powell Village Winery T-Shirt (ARV \$20), a Powell Village Winery Taster Glass (ARV\$4) as well as a “Corkatoo” Cork Screw (ARV \$10). All Prizes will be awarded provided that the Prizes are claimed properly in accordance with these Official Rules. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Odds of winning will depend on the number of entrants.

5. SELECTION AND NOTIFICATION OF THE WINNER: The Contest Administrator will conduct a random drawing on or about August 1st, 2018 at 5:00pm, from among all eligible entries received during the Contest Period to select one potential winner. Potential winner will be contacted via email, and is then subject to verification of eligibility and compliance with these Official Rules. The potential winner will then be notified by telephone or email, at Contest Administrator’s sole discretion. Odds of winning the Prize depend on the number of eligible entries received for the sweepstakes. If the 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. Prize can either be picked up at the Powell Village Winery tasting room, or will be mailed to the winner at the physical address provided by entrant within approximately 1 to 2 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. 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.

6. GENERAL: In no event will more Prizes be awarded than are stated in these Official Rules. 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 winner in a manner it deems fair and reasonable including the selection of winner from among eligible entries 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, email 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, (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. 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.

9. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DELAWARE COUNTY, OHIO. 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 OHIO. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN DELAWARE COUNTY, OHIO. 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. 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.

11. MISCELLANEOUS: 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.

12. WINNERS LIST: For the winner's name, mail a self-addressed, stamped business-sized envelope to: SUMMER SWAG Giveaway - Winners List Request, POWELL VILLAGE WINERY, 50 South Liberty Street, Suite 174 Powell, OH 43065. Requests must be received by AUGUST 31, 2018.