Jordan Vineyard & Winery Sweepstakes Official Rules

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

SWEEPSTAKES PERIOD: Jordan Vineyard & Winery's Ultimate Wine Country Getaway Sweepstakes (the "Sweepstakes") will begin on October 1, 2024, at 12:01 AM Pacific Time and end on December 31, 2024, at 11:59 PM Pacific Time (the "Sweepstakes Period"). All entries must be submitted during the Sweepstakes Period to be eligible. This Sweepstakes is subject to these official rules ("Official Rules").

SPONSOR: This Sweepstakes is sponsored and administered by JVW Corporation dba Jordan Vineyard & Winery, 1474 Alexander Valley Road, Healdsburg, CA 95448 (the "Sponsor").

ELIGIBILITY: This Sweepstakes is only open to natural persons 21 years of age or older at the time of entry and who are residing in the United States, excluding Puerto Rico and its territories (the "Territory"), and any state where the Contest is prohibited by law.

Alcohol beverage industry members, including retailers, and their families, employees, shareholders, officers, directors, agents, representatives of Sponsor, or the promotion and advertising agencies of any aforementioned entity, and their immediate family members and those living in their household, and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible.

SOCIAL MEDIA DISCLOSURE AND PRIVACY POLICY: This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with, Facebook, Instagram, Twitter or any other social media platform and Sponsor and Contestants hereby release Facebook, Instagram and Twitter from any and all liability, loss or damage resulting from administration of, communication of or participation in the Contest. You are providing your information to Sponsor and not to these social media platforms. All personal information collected by Sponsor will be used for administration of the Sweepstakes and for marketing purposes in accordance with Sponsor's privacy policy, located at https://www.jordanwinery.com/privacy-statement/.

HOW TO ENTER:

Online Entry. During the Sweepstakes Period visit <u>https://www.jordanwinery.com/wine-country-sweepstakes</u>, click the link to the Jordan Vineyard & Winery Sweepstakes and follow the instructions for entry. Entries must be received during the Sweepstakes Period. Limit one (1) entry per person during the Sweepstakes Period. Each Entrant can only use one (1) email address/telephone number to register for, or otherwise participate in the Sweepstakes. If it is discovered that a person has attempted to: (i) register more than one (1) time during the Sweepstakes Period; and/or (ii) use more than one (1) email address/telephone number to register for, or otherwise; then (in the sole and absolute discretion of the Sponsor) they may be disqualified from participating in the Sweepstakes. Use (or attempted use) of multiple names, identities, telephone numbers and/or any automated, macro, script, robotic or other systems(s) or program(s) to register for or otherwise participate in this Sweepstakes is prohibited and is grounds for disqualification. Sponsor is the official

timekeeper of the Sweepstakes. All registrations are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Sweepstakes. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification of the applicable registrations that cannot be verified to the satisfaction of the Sponsor, in its sole and absolute discretion.

PRIZE: One (1) winner (the "Selected Entrant") will receive a stay for two (2) nights in one of Jordan Winery's overnight guest suites and two (2) roundtrip, economy airline tickets from a U.S. destination for the one (1) selected entrant and one (1) guest on an agreed upon date with Sponsor.

Prize consists only of those items expressly specified in these Official Rules as being part of the Prize. All expenses and costs associated with the acceptance of the Prize that are not expressly specified in these Official Rules as being part of the Prize are the responsibility of the Winner.

The Prize is non-transferable, non-refundable, non-negotiable for cash and may not be resold. No substitution of the Prize or any component thereof is permitted, except at the discretion of Sponsor, which reserves the right to substitute a Prize or Prize component of equal or greater value. The Prize will be awarded if properly claimed. The Prize is awarded "as is" and without any warranty, except as required by law. The Prize must be booked and utilized before December 31, 2025.

Winner is responsible for any and all federal, state and local taxes or assessments and Winner will receive an IRS Form 1099 from Administrator for the actual value of the Prize for the calendar year in which the Prize is awarded.

WINNER SELECTION: A winner will be selected from among all eligible entries received for the Sweepstakes, in a random drawing to take place on or about January 17, 2025. Odds of being selected are determined by the number of eligible entries received during the Sweepstakes Period. Limit one (1) winner per household. Selected Entrants are not eligible for more than one prize.

NOTIFICATION: Selected Entrant will be notified via telephone and/or email on or about January 17, 2025. In order to be eligible to receive the Prize, Selected Entrant will be required to sign and return within five (5) business days of receipt a publicity release and any other required materials, which agrees to the publication, reproduction and/or other use of their name, address, voice, statements about the Sweepstakes and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the Selected Entrant: (a) fails to return the properly executed Sweepstakes documents within the specified time; and/or (b) cannot accept the Prize as awarded for any reason; then they may be disgualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries, such drawing to be conducted on or about. Any alternate winner so selected will be notified via telephone and/or email on or about January 24, 2025 (in which case the provisions of this section shall apply to such new Selected Entrant, modified as necessary). Note that provision of your social security number may be required. Winners will be required to complete an IRS Form W-9 for prizes exceeding \$600.

CONDITIONS: Selected Entrant consents to the use of their name, voice and/or likeness by the Sponsor for advertising purposes without additional compensation unless otherwise prohibited by law. All entries must be complete to be eligible and the Sponsor is not responsible for late, lost, stolen or misdirected mail/email. All entries become the property of the Sponsor and will not be returned.

By entering, participants and Selected Entrant agrees to be bound by the Official Rules and release the Sponsor and its parents, partners, affiliates, subsidiaries, officers, agents, employees, advertising agencies, and all others associated with the development and execution of the Sweepstakes from and against any and all liability with respect to or in any way arising from the Sweepstakes and/or use of the prizes, including, without limitation, liability for death, personal injury, damage or loss. All decisions of the Sponsor are final and binding; and Entrants agree to waive any right to claim ambiguity in the Sweepstakes or Official Rules, except where prohibited by law.

Disputes will be governed by the internal laws of the State of California and venue for any legal action or claim must be brought in a court of competent jurisdiction in California. The Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the operation of the Sweepstakes or violating the Official Rules.

LIMITATIONS OF LIABILITY: The Sponsor is 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 the Sponsor in the administration of the Sweepstakes or the processing of entries, including computer system, phone line, hardware, software or program malfunctions, the presence of computer viruses or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature; (f) any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries; or (g) 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 prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. In the event of a system malfunction or the presence of a virus, the Sponsor reserves the right to modify or terminate the Sweepstakes at its sole discretion.

Moreover, Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Sweepstakes, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

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

PRIVACY AND PUBLICITY: All personal information collected by the Sponsor will be used for administration of the Sweepstakes. The Sponsor reserves the right and all Entrants expressly agree that the Sponsor may use the name and/or pseudonym of the Selected Entrant and/or all photographs and videos at whatever location such visual material may be produced, except as prohibited by law. Use may include the Internet, such as the websites of the Sponsor, its social network pages including Facebook, Twitter, Instagram, YouTube, etc. and other publicity, magazines, catalogs or other media. In addition, Entrants may elect to receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Please refer to Sponsor's privacy policy located at https://www.jordanwinery.com/privacy-statement/ to learn how to unsubscribe and for important information regarding the collection, use and disclosure of personal information by Sponsor.

OFFICIAL RULES AND WINNER LIST: For a copy of these Official Rules or winners list, send your request to marketing@jordanwinery.com. Request must be received by January 31, 2025.

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