

“OFFICIAL RULES”

SPELLBOUND WINE RV SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

This Sweepstakes is sponsored by Folio Wine Partners, 550 Gateway Dr. Napa, CA 94558 (the "Sponsor").

ELIGIBILITY.

Sweepstakes participation is open only to eligible legal residents of the United States and the District of Columbia (except where prohibited or restricted by law), who are 21 years of age or older at the time of entry. The “Spellbound Wine RV Sweepstakes” (“Sweepstakes”) begins 12:01AM Eastern Standard Time (“EST”) on May 1, 2021 and ends 11:59PM EST on June 30, 2021 (“Entry Period”). Electronic entries must be received by 11:59PM EST on May 31, 2021. All entries become the property of Sponsor and will not be acknowledged or returned. For purposes of this Sweepstakes, a “day” begins at 12:00AM ET and ends at 11:59 PM ET except on the first day which begins at 12:00 PM ET. The computer clock of the Administrator is the official time-keeping device in the Sweepstakes. No purchase necessary to enter or win.

The following individuals are not eligible: employees, contractors, directors and officers of Folio Wine Partners and each of its respective parent, affiliates, subsidiaries and web-design, advertising and promotion agencies, fulfillment, judging or other agency involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Parties"), and their immediate family members and household members. Employees of licensed alcoholic beverage manufacturers, distributors and retailers of alcoholic beverages, as well as state or local alcohol beverage agencies and their employees and their immediate family members and household members, are not eligible. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who, within the past six (6) months, performed services for Sponsor or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, and/or their respective parent, affiliates, subsidiaries, and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

TO ENTER.

Individuals may enter online by visiting www.spellboundrv.com (“Website”) and submitting the official entry form (“Entrant”), including your full name, zip code, telephone number, email and birthdate (“Entry”). Entrants must confirm they are 21 years of age or older. Entrants must complete all fields in the online entry form or entry will not be accepted. If an Entrant does not have a computer or other device to access the Internet, many public libraries offer free access to computers and the Internet. Limit one Entry per person or email address per day during the Entry Period. Use (or attempted use) of multiple names, identities, telephone numbers, email addresses and/or any automated, macro, script, robotic, or other systems(s) or program(s) to participate in the Sweepstakes is prohibited and is grounds for disqualification of the Entry. No purchase necessary to enter.

The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to 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 the disqualification of the applicable Entries that cannot be verified to the satisfaction of the Sponsor, in its sole and absolute discretion.

By participating in the Sweepstakes, Entrant agrees that Sponsor shall have the right to use all personal information provided to Sponsor in accordance with the privacy policy found at <https://www.foliowine.com/privacy-policy/>. At the time of entry, Entrants might be given the opportunity to opt-in to receive further communications from Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning.

The Sweepstakes and all content thereof is intended only for those who are 21 years of age or older. Entrant agrees to not share content with those who do not meet legal drinking age requirements. Entries become the property of Sponsor and will not be returned or acknowledged except as may be provided herein. By submitting an Entry, Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents, licensees and the Administrator ("Sweepstakes Parties"), the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entry, including but not limited to, the right to use Entrant's likeness, and/or statements regarding his/her participation in this Sweepstakes (with or without using Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant expressly waives any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Entry, and agrees not to sue or assert any claim against the Sponsor for the use of the Entry or Entrant's likeness or statements.

GENERAL CONDITIONS. By participating, Entrants accept and agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entry, including, but not limited to, the right to use Entrant's likeness, and/or statements regarding his/her participation in this Sweepstakes (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant expressly waives any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the entry, and agrees not to sue or assert any claim against the Sponsor for the use of the Entry or Entrant's likeness or statements.

Entrant agrees to indemnify and hold Sponsor, its agencies and Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, including any of their employees, (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's Entry, or the Entrant's conduct in creating an Entry or otherwise in connection with this Sweepstakes, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to forever release and discharge Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements, characters or ideas contained in any Entry.

If for any reason the Sweepstakes cannot run as planned, including infection by computer virus, bugs,

tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify and/or suspend the Sweepstakes and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive manner. Any attempt by an Entrant to deliberately damage any website involved in the Sweepstakes or to undermine the legitimate operation of the Sweepstakes may be in violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages, including attorneys' fees, from any such Entrant to the fullest extent of the law, including criminal prosecution. No responsibility is assumed by Sponsor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or on any website or any combination thereof, including any injury or damage to participant's or any other person's computer related to, or resulting from, participation in or downloading any materials from this Sweepstakes. By participating in this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the prizes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the entry mechanism, to be violating these Official Rules or to be acting in a disruptive manner.

Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

PRIZES.

From among all qualified entries, three (3) winners will be chosen at random (each, a "Winner"). Each Winner will receive one (1) "Grand Prize" consisting of an RV Road Trip Experience which includes the cost of RV rental for up to seven (7) nights and maximum of One Thousand Five Hundred (1,500) cumulative miles driven, up to two hundred dollars (\$200.00) to cover the cost of insurance, and a three hundred dollar (\$300.00) Visa gift card to be used for gas, for a total amount of each Grand Prize not to exceed one thousand five hundred dollars (\$1,500.00). All Grand Prize travel arrangements must be booked and confirmed through Sponsor at least 60 days prior to travel start date. All Grand Prize travel must be completed by December 30, 2021.

Total Approximate Retail Value ("ARV") of Grand Prize is one thousand five hundred (\$1,500) dollars. Should any element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the Grand Prize winner aside from providing the remaining portion of the prize, minus any unavailable element or detail. The actual value of the Grand Prize may vary depending on the cost to procure prize elements.

Total ARV of all Grand Prizes is four thousand five hundred dollars (\$4,500.00). **Alcohol is not part of the prize.** Winners must each be 21 years of age or older. No substitution or cash equivalent of prize is permitted except at Sponsor's sole discretion. Limit of one Grand Prize per person. All costs and expenses not specifically listed in the Grand Prize are the sole responsibility of the Winners. Each Winner shall be responsible for any and all federal, state and local taxes or assessments, as well as any forms as may be required by said taxing authorities (e.g., IRS Form W-9). Each Winner winning over six hundred (\$600.00) in prizes will receive an IRS Form 1099 Miscellaneous from Sponsor for the calendar year in which any prize is awarded. Odds of winning depend on the number of eligible entries received.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any acts or omissions whatsoever by the RV rental company, prize providers or other persons providing Grand Prize-related services or accommodations. Neither Sponsor or any entity associated with the Sweepstakes assumes responsibility for any additional expenses, omissions, delays or acts of any government or authority. Any prize or travel not completed by December 31, 2021 shall be forfeited.

WINNER SELECTION.

Potential Winners will be chosen in a random drawing from all eligible entries received on or before June 30, 2021. Winners will be drawn by an independent judging organization whose decision with respect to the selection of the winner and the interpretation of these rules and regulations will be final. Winner will be notified by telephone or email. Winner will be required to sign and return an Affidavit of Eligibility, Release and Indemnification and a Publicity Release (where allowed by law) within three (3) business days following notification of winning. If potential Winner does not reply to such notification within three (3) business days, an email notification is undeliverable after up to three (3) attempts and/or the Affidavit of Eligibility, Release and Indemnification and Publicity Release is not returned to Sponsor within specified time period, Winner will be disqualified and an alternate Winner will be selected. Personally identifiable information received will be used only to verify eligibility and award prizes.

In the event of dispute concerning the identity of an Entrant, the Entry will be deemed submitted by the natural person who is the authorized holder of the email account. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the control of the Sponsor. Return of any prize notification as "undeliverable" will result in disqualification. If for any reason any prize is not claimed or a winner is disqualified, the prize will be forfeited and an alternate winner will be selected from among all eligible entries received during the Entry Period.

HOLD HARMLESS. Sweepstakes is provided "as is". Winner and Entrants agree that the Sweepstakes Parties shall not be responsible or liable for, and each winner and Entrant agrees to release and hold harmless the Sweepstakes Parties from losses, damages, or injuries of any kind to person, including personal injury or death, or property resulting from participating in the Sweepstakes or Sweepstakes-related activity, including, but not limited to, the acceptance/possession and/or use or misuse of any prize or any injury or damage to Entrant's or third person's property related to or resulting from any prize or any part of the Sweepstakes. By participating in the Sweepstakes, Entrants agree that the Sweepstakes Parties will have no liability whatsoever for, and that Entrant shall hold the Sweepstakes Parties harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of the prize awarded hereunder.

Without limiting the foregoing, everything regarding the Sweepstakes, including any websites used in connection therewith and any prize awarded hereunder, 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, all of which are expressly disclaimed by the Sweepstakes Parties.

LIMITATIONS OF LIABILITY AND RELEASE. No liability or responsibility is assumed by Sponsor or Parties resulting from any user's participation in or attempt to participate in the Sweepstakes or ability or inability to upload information in connection with participating in the Sweepstakes. No responsibility

or liability is assumed by the Sponsor or Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Sweepstakes. Sponsor and Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. Sponsor and the Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website or the download of any information from the Website. By participating in the Sweepstakes, the Entrant forever releases and discharges Sponsor and Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Sweepstakes. By accepting a prize in the Sweepstakes, Winner agrees that the Sponsor and Parties shall not be liable for any loss or injury resulting from participation in the Sweepstakes, acceptance or use of any prize. Sponsor and Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war, pandemic, or terrorism, or any other condition beyond their control (a "Force Majeure Event").

CHOICE OF LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant, Sponsor and the Indemnitees in connection with the Sweepstakes shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA. All claims, judgments and awards on behalf of Entrant will be limited to lesser of actual out-of-pocket costs incurred or two hundred fifty dollars (\$250.00). Attorneys' fees will not be awarded or available to Entrant, even if Entrant proves to be a prevailing party. ENTRANT ACKNOWLEDGES AND AGREES THAT HE OR SHE HEREBY WAIVES AND RELEASES ANY RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION OR PARTICIPATE IN THE SAME.

RULES REQUESTS/NAMES OF WINNERS. For a copy of the Official Rules, send a self-addressed stamped envelope to: Spellbound RV Sweepstakes, PO Box 280267, Nashville, TN 37228 (return postage may be omitted where prohibited). Requests received after August 15, 2021 will not be honored. For a list of the winners, available after June 30, 2021, send a self-addressed stamped envelope to: Spellbound RV Sweepstakes, PO Box 280267, Nashville, TN 37228 (return postage may be omitted where prohibited). Requests received after August 15, 2021 will not be honored.

ADMINISTRATOR. Sweepstakes administrator is Southern Made Services, LLC, 844 Hillwood Blvd Nashville, TN 37209 ("Administrator").