

**THE ART OF SOMMS  
YOUR BORDEAUX MOMENT  
CONTEST OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. The Conseil Interprofessionnel du Vin de Bordeaux (“CIVB”), Private Establishment of Public Interest conducts promotions (“Contest”) which are sponsored by Conseil Interprofessionnel du Vin de Bordeaux (“Sponsor”).

THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

WINNER MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTS, SUCH AS A RELEASE, AS DETAILED BELOW.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC. (“INSTAGRAM”) OR FACEBOOK, INC. (“FACEBOOK”).

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**ELIGIBILITY:**

Subject to these Official Rules, the Contest is open to natural persons who are at least 21 years old, are a citizen or legal resident of and physically residing in one (1) of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign-based United States military installations and wherever restricted or prohibited by law), and are a trained sommelier and either currently is or has been employed as a sommelier or wine trade professional in the United States as of the date of entry and through award of the prizes. To be eligible to receive a Prize (as defined below), the information associated with the Entrant’s account must be true and accurate. This Contest is void in Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign-based United States military installations and wherever restricted or prohibited by law. By entering the Contest, Entrant agrees to abide by and be bound by these Official Rules, any supplementary rules provided by Sponsor, and all applicable federal, state, and local laws and regulations that govern contests. Any person who attempts to participate in this Contest, regardless of whether they satisfy the above eligibility requirements and/or ultimately enter the Contest successfully, is referred to in these Official Rules as an “Entrant”).

Employees, agents, and contractors (collectively, “Employees”) of Sponsor and all of their respective partners, parent companies, divisions, subsidiaries, affiliates, trustees, advertising, promotion and public relations agencies, and their respective officers, directors, employees, agents, independent contractors, representatives, agencies, other entity involved in the development or administration of this Contest, and immediate family members of such Employees and persons living in the same household as such Employees (whether related or not) (collectively the “Contest Entitles”) are not eligible to win the Contest and/or win a Prize (as defined below). Additionally, immediate family members of any such ineligible person and persons living in the same household as any such ineligible person (whether related or not) are not eligible to win. For the purposes of the Contest, “immediate family members” is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses and “persons living in the same household” shall mean people who share the same residence at least three (3) months a year, whether legally related or not.

Sponsor reserves the right to verify an entrant's eligibility before, during, or after the Contest.

This Contest is not open to consumers or the general public. Entrant is required to have special vocational training and be working as, have worked as, or is seeking employment as a sommelier or wine trade professional in the United States. Any entrant who is not a sommelier or wine trade professional, as determined by Sponsor's in their sole and absolute discretion, shall be disqualified.

#### **AGREEMENT TO OFFICIAL RULES:**

Contest will be conducted by Sponsor and each Entrant who participates in the Contest unconditionally accepts and agrees to comply with, abide by, and have all participation subject to these Official Rules and the decisions of the Sponsor, which shall be binding with respect to all aspects of the Contest. Sponsor reserves the right to determine Entrant's eligibility based on the criteria set forth in these Official Rules.

Winning the prize requires that the potential winner of the prize is, and remains, in compliance with these Official Rules, and any additional or supplementary rules, terms, or conditions, and timely returns all prize claim documentation. Until a potential winner is verified to be eligible and in compliance with these Official Rules, and any additional or supplementary rules, terms, or conditions provided on the App, the potential winner is, and will remain, a potential winner, unless the potential winner is disqualified for not complying with the Official Rules, and any additional or supplementary rules, terms, or conditions provided on the Website or App, and/or not being eligible to participate in the Contest. Sponsor reserves the right to disqualify any potential winner who Sponsor, in its sole and absolute discretion, determines is not permitted by law to receive a prize. Sponsor is not required to conduct any advertising or public relations associated with a winner.

#### **ENTRY PERIOD:**

The Contest begins October 19, 2020 at 09:00 a.m. U.S. Pacific Daylight Time (PDT) and ends on December 13, 2020 at 11:59 p.m. Pacific Standard Time (PST) (the "**Contest Period**"). Entry may only occur during the Submission Period, as defined below. Entrant is responsible for ensuring compliance with the timing set forth in these Official Rules. Sponsor's computer is the office time-keeping device for the Contest.

#### **HOW TO ENTER:**

No purchase or payment is necessary to participate in the Contest or to win a Prize.

During the Submission Period, Entrants must register for the Contest at <https://www.ecoleduvindebordeaux.com/us/the-art-of-somms-challenge/> (the "**Contest Website**") and provide the personally identifiable information requested.

During the Submission Period, Entrants will have the opportunity to upload a photograph or video (collectively, a "**Submission**"), in compliance with these Official Rules, that best demonstrates their Bordeaux wine love – "Your Bordeaux Moment". The Contest Period consists of a submission phase that begins October 19, 2020 at 09:00 a.m. U.S. Pacific Daylight Time (PDT) and ends on December 8, 2020 at 11:59 p.m. Pacific Standard Time (PST) (the "**Submission Period**") and a judging phase that begins on December 9, 2020 and ends at 12:00 p.m. PST on December 13, 2020 (the "**Judging Period**"). From among all valid Submissions, six (6) First Prize Winners and fifteen (15) Second Prize Winners will be selected, as more fully set forth below.

Video Submissions must be no more than 120 seconds in total length. Video Submissions longer than 120 seconds will not be reviewed past the 120-second mark.

**HOW TO ENTER:** To participate in the Contest, you must register on the Contest Website and have an Instagram account.

Prior to submitting your entry, you must register on the Contest Website and complete the information requested. The first one hundred (100) sommeliers to register on the Contest Website and select a style of Bordeaux wine (Crémant de Bordeaux, Rosé, Dry White, Sweet White, or Red) to represent will be sent a \$50 digital gift card to purchase their favorite bottle of Bordeaux wine. All registrants will receive a digital toolkit for the Contest which includes creative elements, fun educational tips, and advice on how to post.

During the Submission Period, upload a photo or video to your Instagram account that showcases your love of Bordeaux wine – “Your Bordeaux Moment”. Upload your Submission to your Instagram account (feed, reels, stories, or live) with the hashtags #theArtofSomms and #AOPname (i.e., #Graves, #HautMedoc) or #BordeauxWines (the “**Hashtags**”) during the Submission Period. Judges will not evaluate video Submissions beyond the 120 second mark. Once you upload your Submission to your Instagram account using the Hashtags, you receive one (1) Submission into the Contest. Your Submission must include the Hashtags to be eligible. Your Instagram account must be set to public during the Contest Period and for three (3) weeks thereafter to permit public viewing of your posts for Sponsor to receive and judge your Submission. By using the Hashtags in connection with your Instagram post, you are acknowledging and agreeing that Sponsor has the right to stream your post through the Instagram API or otherwise use your post by resharing on their Instagram channel with attribution to you. Any use or share by Sponsor is at the Sponsor’s sole discretion and in no way will impact the judging of your entry.

By obtaining an account with Instagram, using Instagram, and using the Instagram mobile app, you understand that you are agreeing to be bound by the terms and conditions set forth by Instagram, in addition to all rules, terms, and conditions related to this Contest. Note: If you deactivate your Instagram account at any time prior to the announcement of the winner, your entry will be void. Multiple Entrants are not permitted to share the same Instagram account.

Submission Guidelines:

- The Submission must include a clear image of a Vin de Bordeaux (Crémant de Bordeaux, Rosé, Dry White, Sweet White, or Red) wine bottle;
- The submission must use #theArtofSomms, plus one of the following: a hashtag of their style (i.e. #graves, #drywhitebordeaux) or #bordeauxwines
- The Submission must be your own, original work;
- The Submission must be true and accurate;
- The Submission must contain a relevant response to the prompt and either a photo or a video;
- If anyone other than the Entrant appears in the Submission photo or video, that person must be Entrant’s family member and Entrant must have permission to use image, voice, etc. for purposes of this Contest;
- No persons under 21 permitted;
- The Submission must conform with any applicable social media platform terms;
- Each Submission should be unique;
- The Submission should remain public on your social media through the end of the Contest Period and a period of three weeks thereafter; and
- The Submission cannot have been submitted previously in a promotion of any kind.
- Video Submissions must be no more than 120 seconds in total length.

Content Restrictions:

- The Submission must not include any private information of a third party such as address, phone number, or email address;
- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement or current or former any celebrity endorsers;

- The Submission must not disparage Sponsor, Administrator or any other person or party;
- **The Submission may feature Vin de Bordeaux brand names or trademarks**, which Entrant has a limited license to use to create and upload a Submission in this Contest. **Submission MUST NOT reference or mention non-Vin de Bordeaux varieties or brands or it will be disqualified.** Submission must not feature any other brands or trademarks not owned by Sponsor;
- The Submission must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous;
- The Submission must not contain material that Sponsor deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.

By socially sharing your Submission with the Contest Hashtags, you agree that it conforms to the Submission Guidelines and Content Restrictions, defined above, (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Submissions, which are disqualified in Sponsor's sole discretion.

Socially sharing a Submission and/or using the Contest hashtag constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, transferable, assignable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in connection with the Contest, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes without additional compensation. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission or any portion thereof.

All Submissions must be received by the end of the Submission Period. Proof of entering is not proof of receipt by Sponsor of such entry. All personally identifiable information collected in connection with the Contest will be used by Sponsor in accordance with its online privacy policy, located at <https://www.bordeaux.com/us/Legal-terms>. Any communication or information transmitted to Sponsor will be treated as non-confidential and nonproprietary. Sponsor may engage a third-party platform or application provider (for ease of reference, a "**Third Party Application Provider**") to administer certain aspects of the Contest, including without limitation, the online collection of entry information. Such Third Party Application Provider will provide your personally identifiable information to Sponsor, who will use such information in accordance with its privacy policy as set forth above. Third Party Application Providers may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider. You should carefully review the privacy practices of any third party to determine their specific privacy policies. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider.

Any Entrant who incorporates any intellectual property or material owned by a third party into his or her Submission does so at his or her own risk. No Entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion that such Entrant's Submission has been or can be sufficiently cleared for legal purposes.

Important notice regarding use of your mobile device: Depending on your wireless service provider/plan, Entrant may be subject to additional fees when using a mobile device in connection with entering and participating in the Contest or communicating with Sponsor or its representatives. Entrant is solely responsible for all charges, fees and taxes associated with entry and participation in this Contest. Entrant

should consult their wireless service provider regarding its pricing plans prior to participating via a mobile device.

#### **DETERMINATION OF WINNERS:**

After the conclusion of the Submission Period, a panel of qualified judges, determined by Sponsor in its sole discretion, will review and score the Submissions received and will select the Entrants with the highest-scoring Submission from among all eligible Submissions, based on the following criteria:

- Savoir Faire and Passion conveyed in the Submission (25%);
- Authentic Feel in Submission (25%);
- Creativity and Originality of Submission (25%);
- Quality of Submission including grammar, spelling, and quality of photo or video (5%);
- Public engagement with the Submission (20%)

Each Submission will be scored and ranked based on the above criteria. In the event of an exact tie in the scores of 2 or more Submissions, the Entrant whose Submission received the highest score in the Savoir Faire and Passion conveyed in the Submission category, as determined by the qualified judges, will be deemed the potential winner among the tied Submissions. If they remain tied, Sponsor will compare their scores for Authentic Feel in Submission. Sponsor reserves the right to disqualify any potential winner if, in its sole discretion, it finds content on their social media pages to be inconsistent with the Sponsor's or the Vin de Bordeaux image (for example, if it is in violation of any of the content restrictions above).

On or around December 14, 2020, the potential Prize winners will be contacted via direct or public message from Sponsor on their Instagram account. The potential Prizewinner must respond within twenty-four (24) hours and in accordance with the instructions in the notification or the Prize may, in Sponsor's sole discretion, be forfeited. The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of a public or direct message on a social media platform. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or any limitations associated with receipt or delivery of direct messages. Each potential winner of any prize will be required to follow the instructions provided in the notification to claim the prize. Steps will include providing proof of eligibility. Potential winner may also be required to provide full contact and mailing information, in order to claim the prize and to fulfill any such other requirements as determined by Sponsor. Each potential winner will be required to sign and return to Administrator, within 5 days of the date notice or attempted notice is sent, an Affidavit of Compliance, Liability and Publicity Release ("Affidavit") (except where prohibited) to claim the prize and to fulfill any such other requirements as determined by Sponsor. If any potential winner cannot be contacted or fails to take all of the required steps to claim the prize within the stated time period, they may be disqualified and forfeit the applicable prize. If a potential winner forfeits a prize, or is disqualified for any reason, the prize may be offered and/or awarded to a runner-up, if any, in Sponsor's sole discretion, based on the scoring, notification, and confirmation process above. Only up to 3 alternate winners may be determined for each prize, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission, photo or video, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor and the Released Parties (as defined in these Official Rules) shall not incur any liability whatsoever to the extent Sponsor choose to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Sponsor reserves the right not to award the stated number of prizes if, in its sole discretion, it determines

that it does not have a sufficient number or quality of qualified entries, as determined by Sponsor, in its sole discretion.

The top six (6) Submissions as determined by the total score will each receive the First Prize.

The top fifteen (15) Submissions as determined by the Creativity and Originality of Submission score will each receive the Second Prize.

#### **PRIZES:**

There is a total of twenty-one (21) prizes available, each a "Prize", to be awarded. Limit one (1) prize per Entrant regardless of the total number of Submissions from that Entrant. The prizes are as follows:

Six (6) First Prizes – Each First Prize winner will receive a gift card for \$500 to be used toward a Bordeaux wine dinner with friends and/or family. Winner may transfer the prize to a family member or other person but is responsible for the tax liability on accepting the prize. Approximate Retail Value ("ARV") of each prize: \$500. Total ARV: \$3,000.

Fifteen (15) Second Prizes - Each Second Prize winner will receive a gift card for \$100 to be used toward a Bordeaux wine to enjoy with friends and/or family. Winner may transfer the prize to a family member or other person but is responsible for the tax liability on accepting the prize. Approximate Retail Value ("ARV") of each prize: \$100. Total ARV: \$1,500.

All values are stated in United States Dollars (USD). Approximate Retail Value (the "ARV") of all prizes is \$4,500.00.

Gift cards will be fulfilled in one of the following forms: online payment (i.e., Paypal) or gift card (i.e., Visa, American Express) as determined by Sponsor. Prize fulfillment will be subject to the terms, conditions, and privacy policies of the respective type. Payment will be subject to confirmation of the winner's eligibility to receive a Prize consistent with Sponsor's Official Rules.

Sponsor uses the account information used to register for the Contest to contact and verify winners. Out of date or incorrect account information at the time you register for the Contest may disqualify you from receiving a Prize. Failure to provide valid, working contact information in connection with your Entry may result in forfeiture of any Prizes awarded.

Sponsor expressly reserves the right to disqualify any entries that it believes in good faith are generated by an automated means or scripts or that violate any of these Official Rules. Entries generated by script, macro or other automated means are void.

Decisions of the Sponsor are final and binding with respect to all matters related to the Contest. In no event shall the Sponsor be obligated to award any Prizes other than the Prize specified in these Official Rules. The Sponsor does not guarantee that the Prize can be made available to the winner. The Prize is not assignable and not transferable and no substitutions are permitted except as determined by Sponsor. In addition, if the Prize is unable to be fulfilled to the winner due to any applicable law, rule or regulation, or if the winner cannot claim the Prize for any reason, then Sponsor reserves the right to not award the Prize at all. The winner shall be responsible and liable for all local, state, and federal taxes on the value of the Prize. Winners shall provide Sponsor with accurate information regarding their identity and enrollment status.

The Contest will be conducted under the Sponsor's supervision. The decisions of the Sponsor are final and binding in all matters relating to the Contest.

The Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

Sponsor will not replace any lost or stolen cash, cash equivalent or gift cards, or other forms of prize distributed. In the event of such a loss, Sponsor shall have the right, in Sponsor's sole discretion, to disqualify the Prizewinner or to award to that Prizewinner the remaining elements of the Prize which shall constitute full satisfaction of Sponsor's prize obligation to the Prizewinner and no additional compensation will be awarded.

Terms and conditions of gift cards apply. Any taxes (federal, state, and local) and all other costs and expenses associated with Prize acceptance or use and not specified in these Official Rules as being part of a Prize will be the sole responsibility of the Prizewinner. Any Prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute any Prize or any portion thereof with another Prize or Prize component of equal or greater value for any reason, including unavailability of the stated Prize. Entrants waive the right to assert, as a cost of winning any Prize, any and all costs of verification and any liability and publicity which might arise from claiming or seeking to claim said Prize.

#### **PUBLICITY GRANT:**

Subject to applicable law, each Entrant irrevocably grants the Sponsor and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness, social-media username, biographical material, any content included in an entry, and any other personal attribute or identifier for advertising, promotional and/or publicity purposes, in all forms of media and by all manners (now and hereafter known), worldwide, in perpetuity, without any compensation, obligation, notice or consideration except for the awarding of the Prize(s) to the Prizewinners.

#### **NO WARRANTIES:**

ALL PRIZES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." SPONSOR MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OR ENJOYMENT OF ANY PRIZE, OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES FOR A PRIZE, OR ANY PORTION THEREOF – IF ANY – ARE CONTAINED IN THE MANUFACTURERS' OR SERVICE PROVIDERS' WARRANTIES, AS RELEVANT.

All trademarks are the property of their respective owners. The use of certain companies' products and services as Prizes does not imply participation in, approval of, or endorsement of this Contest by such companies.

#### **RELEASE, HOLD HARMLESS AND INDEMNIFICATION:**

BY ENTERING, ALL ENTRANTS IN THE CONTEST, ENTRANT'S HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL SUCCESSORS AND/OR ASSIGNS RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPONSOR, INSTAGRAM, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (THE "**RELEASED PARTIES**") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES AND CAUSES OF ACTION FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES), LIABILITY, LOSS, COST, FEES (INCLUDING ATTORNEYS' FEES), INCLUDING, WITHOUT LIMITATION, DAMAGE TO PERSON (INCLUDING DEATH) OR PERSONAL OR REAL PROPERTY, DUE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, REDEMPTION, MISDIRECTION, USE OR MISUSE OF ANY PRIZE OR ANY PORTION OF ANY PRIZE (INCLUDING ANY ACTIVITY OR TRAVEL RELATED THERETO) OR PARTICIPATION IN THE CONTEST AND THE ACTIVITIES OR FOR ANY AND ALL CLAIMS BASED ON

RIGHTS OF PUBLICITY AND RIGHTS OF PRIVACY WHETHER ANY OF THESE THINGS ARE CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, NEGLIGENCE OR MISCONDUCT OF THE SPONSOR AND/OR ANY OTHER RELEASED PARTY.

**DISCLAIMERS:**

By participating in the Contest, Entrant agrees to release, discharge, indemnify, and hold harmless the Released Parties from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) Entrant's participation in the Contest (including travel to/from any Contest activity); (ii) any acceptance, possession, misuse or use of any Prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons, including those arising from any travel to/from and participation in any Prize event or activity); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or Prize. Without limiting the generality of the foregoing, Entrant agrees that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose. Entrant agrees that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone or data network, computer online system, computer dating mechanism, computer equipment, software, social media platform, or Internet service provider utilized by Sponsor; interruption or inability to access the website, application or any online service via the Internet due to hardware or software compatibility problems; any damage to Entrant's (or any third person's) computer or mobile device and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. The Released Parties are not responsible for any changes or unavailability of the wireless carrier, internet service provider, or the social media platform used for purposes of administering this Contest that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the website or social media platform for the Contest as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices, or communicate with Sponsor via the website or social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Contest.

The Contest Entities are not responsible for human errors or for any damaged, tampered with, delayed, illegible, incomplete, inaccurate, garbled, late, lost, forged, misaddressed, misdirected, mutilated, mass machine-generated, unintelligible, incomprehensible, stolen entries or entries otherwise not in compliance with these Official Rules. In addition, Contest Entities are not responsible for any typographical errors in these Official Rules, Contest content or any advertising materials for the Contest, or for any kind of computer, electronic, hardware, software, Internet, network, data, technical or telephone failures and/or problems caused by the Sponsor and/or the other Contest Entities or the user, or by any of the equipment or programming associated with or utilized in the Contest, or by any human, typographical, electronic, network or other error that may occur in receiving and/or processing of the entries in the Contest, or by infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failure.

If the Contest becomes compromised, hampered, interrupted, not capable of running as planned, rendered impossible of performance in any way, or prevented, including, without limitation, because of any kind of computer viruses, bugs, electronic, hardware, software, Internet, network, technical or telephone failures, tampering, unauthorized intervention, fraud, an event of force majeure, or any other cause created by Sponsor and/or the other Contest Entities, any user or Entrant or a third party, or by any of the equipment or programming associated with or utilized in the Contest, Sponsor reserves the right, at its sole discretion, to change the Official Rules, to cancel, modify, suspend, or withdraw the Contest or

any Contest offer and/or cancel, modify, suspend, or withdraw any method of entry, without notice, and select Prizewinners from all valid entries received for the Contest prior to or after the cancellation, modification, suspension or withdrawal (if any) or to otherwise award any Prize(s) as deemed fair and appropriate by Sponsor in its sole discretion. As used herein, an event of force majeure shall be deemed to include, without limitation, an act of God or public enemy; an act or threat of terrorism, war (declared or undeclared), riot or civil commotion, fire, flood, natural or man-made epidemic/pandemic of health or other means, earthquake, explosion, riot or civil disturbance, public health crisis (e.g. COVID-19, SARS, Ebola, Measles), casualties, satellite or equipment failure, boycott, labor dispute, strike or stoppage (including a strike by the members of any union), labor or material shortage, transportation interruption of any kind, an act, regulation, order, guidance, or request of or by any federal, state or local authority or quasi-governmental entity (whether or not the act, regulation, order, guidance, or request proves to be invalid); order or any court or jurisdiction; or any other cause not reasonably within Sponsor's control.

#### **GENERAL CONDITIONS AND RELEASES:**

All Entrants, as a condition of entry, agree that they have not been required to purchase any kind of Internet, wireless, or data service whatsoever in order to participate in and/or enter the Contest. The Released Parties are not responsible for the actions of Entrants in connection with the Contest, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Persons found tampering with or abusing any aspect of this Contest, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Contest, as determined in the sole and absolute discretion of Sponsor, may result in immediate disqualification of the Entrant, as well as other possible consequences, including disqualification from any and all existing and future Contest. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING ANY SOCIAL MEDIA PLATFORM OR APPLICATION) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral, or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

By entering the Contest or accepting a Prize, you agree to conform to all federal, state and local laws and regulations. The potential Winner will be required to execute and return an Affidavit form (where legal), as drafted by Sponsor, by the date specified in the notification or if one is not specified then five (5) calendar days. Noncompliance with this time period, or with these Official Rules, and any additional or supplementary rules may result in disqualification and forfeiture of any right to the Prize. The Prize will be fulfilled approximately four (4) weeks after Winner validation. Any Winner later determined to be ineligible may be required to return his/her prize and may be prohibited from entering or winning any future Contests or other promotions conducted by Sponsor. Winner may also be required to furnish proof of identity, postal address, birth date, or enrollment information in order to receive a Prize.

Unless prohibited by applicable law, your acceptance of a Prize constitutes your permission to use your name, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any compensation to you or your heirs or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list). Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, your acceptance of a Prize constitutes your authorization to (i) have Sponsor (and its agents, consultants and employees) photograph, record, tape, film and otherwise visually and audio-visually record you, (ii) have Sponsor (and its agents, consultants and employees) use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be

recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner that Sponsor sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and (iii) have relinquished any right that you may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

An Entrant, potential winner, or winner may be disqualified from the Contest if they fail to comply or have previously failed to comply with any provision of these Official Rules, as determined in the sole discretion of the Sponsor. Sponsor, in its sole discretion, may disqualify you from a Contest, refuse to award Prizes and require the return of any Prizes, or suspend, limit, or terminate your account if you engage in conduct Sponsor deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of Contests or in any way detrimental to other users. Improper conduct includes, but is not limited to: Falsifying personal information, including employment or sommelier training information, required to claim a Prize; violating any of these Official Rules; using unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the Contest or trying to in any way tamper with the computer programs associated with the Contests; obtaining other entrants' information and spamming other entrants; any other form of abuse; or otherwise violating these Rules. You acknowledge that the forfeiture and/or return of any Prize shall in no way prevent Sponsor from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

Participation in the Contest is at Entrant's own risk. Sponsor shall not be liable for: (1) failed, returned, or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest; (4) any technical malfunctions of the telephone or wi-fi network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading the App or otherwise in connection with this Contest; or (5) any warranty with respect to any Prize or any component thereof.

THE CONTEST IS PROVIDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONTEST.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release(s) are hereby expressly and forever waived. Entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY

AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

#### **GOVERNING LAW:**

The parties agree that this or any Contest operated by Sponsor and these Official Rules, and any additional or supplementary rules, terms, or conditions, shall be governed, construed and interpreted under the laws of the Country of France, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the Country of France.

#### **DISPUTE RESOLUTION:**

Entrant, Sponsor, and the other Released Parties (each, a “Party” and collectively the “Parties”) each agree to fully and finally settle all disputes only through binding arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts for Los Angeles County, California and any other court with jurisdiction over the Parties. All disputes will be resolved solely by binding arbitration and Entrant waives the ability to bring claims in a class action format. In arbitration, there is no judge or jury and review is limited. The arbitrator’s decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to any Contest offered by Sponsor shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules & Procedures of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either Party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles, California or – where required by the arbitration service’s rules – in or near your home town. The federal or state law that applies to these Official Rules, and any additional or supplementary rules, terms, or conditions provided will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California.

Scope. This agreement to arbitrate claims and disputes is intended to be broad and includes, without limitation, (i) claims or disputes relating to any aspect of the Contest, whether based in contract, tort, statute or any other legal theory, (ii) claims or disputes directly or indirectly arising from conduct or events related to any aspect of the Contest that occurred prior to the effective date of the Official Rules, and any additional or supplementary rules, terms, or conditions provided, (including, without limitation, claims relating to advertising), or after its termination, (iii) claims or disputes subject to class action litigation in which you are not currently a member of a certified class, and (iv) claims or disputes with any agent, employee, successor or assign of you, the Sponsor, or the Released Parties (all such claims and disputes are referred to collectively as “Claims”). This agreement to arbitrate does not, however, include Sponsor’s Claims pertaining to intellectual property rights.

No Preclusive Effect. No award or finding or stipulation of fact by the arbitrator will have any preclusive or collateral estoppel effect in any other arbitration or court, unless it involves the exact same parties.

Severability. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable or illegal provision were not contained herein.

Time. Any dispute brought pursuant to this Contest or these Official Rules must be filed on or before May 1, 2021, or shall be forever waived.

**LIMITATION OF LIABILITY:**

BY ENTERING ANY CONTEST CONDUCTED BY SPONSOR, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT TO ENTER OR PARTICIPATE IN THE CONTEST (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF, PROVIDED HOWEVER THAT NOTHING IN THESE OFFICIAL RULES WILL RESTRICT A CALIFORNIA RESIDENT'S RIGHT (IF ANY) TO PURSUE PUBLIC INJUNCTIVE RELIEF AS PERMITTED BY LAW IN ACCORDANCE WITH THE DISPUTE-RESOLUTION PROVISION ABOVE.

**MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules, any additional or supplementary rules, terms, or conditions, or any Affidavit, will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules, any additional or supplementary rules, terms, or conditions, or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules, any additional or supplementary rules, terms, or conditions, or any other guidelines, instructions, policies, or term will not constitute a waiver of that provision. Entrant agrees to waive any rights to claim ambiguity of these Official Rules and any additional or supplementary rules, terms, or conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any website, social network platform, or application and/or the terms and conditions of the Official Rules, which incorporates any additional or supplementary rules, terms, or conditions for the specific promotion in question, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**PRIVACY STATEMENT:**

Entrant's personal information will be utilized by the Sponsor for operation and management of the Contest, fulfillment of the Contest prize, and to comply with legal requirements. Sponsor's Privacy Policy is at <https://www.bordeaux.com/us/Legal-terms>. By entering any Contest conducted by Sponsor, Entrant accepts and agrees to abide by all Sponsor terms and policies.

**NO WARRANTIES:**

All prizes are provided "as is" and "with all faults." Neither Sponsor nor the Released Parties make any warranties, express or implied, in fact or in law, relative to the use or enjoyment of any prize, or any portion thereof, including, without limitation, its quality, merchantability or fitness for a particular purpose. Any and

all warranties for a prize, or any portion thereof, are contained in the manufacturers' or service providers' warranties, as relevant.

**WINNER LIST:**

Winner's name (first name and first initial of surname) will be posted on the Sponsor's website when such information has been verified and is available.

**SPONSOR:**

This Sweepstakes is sponsored by Conseil Interprofessionnel du Vin de Bordeaux ("CIVB"), Private Establishment of Public Interest, 1 cours du XXX juillet 33075, Bordeaux Cedex, France. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.

**NO IMPLIED ENDORSEMENT:**

The names of individuals, groups, companies, products, or services mentioned in any Contest, and any corresponding likenesses, logos, or images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, including, but not limited to, Twitter Inc., Facebook Inc., Instagram Inc., LinkedIn Corporation, or the inclusion of a product or service as the prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

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