



## **RULES FOR INTERNET SWEEPSTAKES**

### **OFFICIAL SWEEPSTAKES RULES**

Ohana Fest 2019 | Official Wines by JaM Cellars  
JaM Cellars Ticket Giveaway

I accept the terms, conditions and official rules. I confirm I am at least 21 years old. By entering the sweepstakes, I agree to sign up to receive newsletters and special offers from JaM Cellars

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**  
A purchase will not improve chances of winning.

Alcoholic beverages or anything redeemable for alcoholic beverages are not being awarded as part of the sweepstakes prize, except incidentally as permitted by applicable laws.

Sweepstakes prizes shall not be awarded to an authorized licensee, retail licensee, wholesale licensee, state or local alcohol beverage licensee or agent, officer, employee, or family member of an authorized licensee, retail licensee, or wholesale licensee as such terms are defined in the California ABC Act (including Sections .25600.1 and 25600.2)

The sweepstakes is accessible online by visiting [JaMCellars.com](http://JaMCellars.com) and [Facebook.com/JaMCellars](https://Facebook.com/JaMCellars). Manual entries are accepted by writing to: Marketing Department, JaM Cellars, 1300 First St. Suite 468, Napa, CA 94559. Full terms and conditions are available online at [JaMCellars.com](http://JaMCellars.com). Questions? [Send us an email](#).

### **CONSUMER DISCLOSURE**

You have not yet won.

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OLD AS OF THE DATE OF ENTRY**

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

August 16, 2019 at 12:00am PST and closes August 25, 2019 11:59pm PST, when all entries must be received ("Promotion Period").

2. **ELIGIBILITY.** This sweepstakes (the "Promotion") is only open to legal residents of the 50 United States and District of Columbia who are at least 21 years old as of the date of entry,

except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Promotion is void outside the 50 United States and the District of Columbia, and where prohibited.

3. HOW TO ENTER. Visit: [JaMCellars.com](http://JaMCellars.com) and [Facebook.com/JaMCellars](https://www.facebook.com/JaMCellars) during the Promotion Period and follow the instructions to complete and submit the entry form. All entries become the property of the Sponsor and will not be acknowledged or returned. Limit: One entry per person per day during the Promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

This is an online only sweepstakes.

4. WINNER SELECTION AND NOTIFICATION. Winner selection will be conducted by random drawing from all eligible entries. Drawings will take place on August 26 at 12pm PST (the "Drawing Date"). Any potential winner will be notified by email. If a potential winner: (i) cannot be contacted; (ii) does not respond within 24 hours from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including, without limitation, the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor's discretion, successful completion of a background check, such individual will be declared the "winner" of the Promotion.

5. PRIZE DESCRIPTION AND REDEMPTION CONDITIONS. There will be one (1) winner who will receive: **a pair (2) of GA passes to Ohana Fest 2019.**

Contents of prize package are subject to change. There is no cash value for the prize. Prize will be sent to the mailing address provided by the winner by certified mail. P.O. Boxes are not accepted. No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. Prize must be fulfilled within one calendar year of close of sweepstakes. Additional restrictions may apply.

6. TAXES. All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

7. ODDS OF WINNING. The odds of winning this Promotion depend on the number of eligible entries received.

8. NO PRIZE TRANSFER OR SUBSTITUTION. No prize or any portion thereof is transferable or redeemable for cash, will not be replaced if lost or stolen, and cannot be applied to existing credit balances. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

9. CONSENT AND RELEASE. By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development, or administration or promotion of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including, without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including, without limitation, personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Promotion constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information (including any email address provided by entrant) for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and the participating company (BottleRock) ; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner shall be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release, including a release of any claims for personal injury or otherwise relating in any way to the receipt of the services or the usage of the products awarded through this Promotion; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within 24 hours from the date that Sponsor first try to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any of the Sponsor Entities, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner.

10. DISCLAIMERS. (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Moreover, use of bots or other automated processes to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors

in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to sub paragraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

11. APPLICABLE LAWS AND JURISDICTION. This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of California, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in San Francisco, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. WINNER LIST. For a list containing the name of the winner(s), send a self-addressed stamped envelope specifying the month you would like the winner list for within six (6) months of the month's Drawing Date, to: Winner List, JaM Cellars 1300 First St. Suite 468, Napa, CA 94559

13. SPONSORSHIP. This Promotion is sponsored by JaM Cellars 1300 First St. Suite 468. Napa, CA 94559 (the "Sponsor").

The Ohana Festival is not a sponsor of the Promotion, and is in no way responsible for the administration of the Promotion, the verification of winners or the fulfillment of prizes. All inquiries regarding the Promotion should be directed to Sponsor and not to The Ohana Festival.