### **LITV 21 CONTEST RULES:**

#### NO PURCHASE NECESSARY TO ENTER OR WIN.

A purchase will not increase your chances of winning. Void where prohibited. U.S. Law Governs.

Open only to legal residents of the contiguous United States and the District of Columbia, at least 21 years of age at the time of entry.

This contest is sponsored by Live In The Vineyard, LLC (the "Sponsor")

#### **HOW TO ENTER**

**FOR RADIO SPECIFIC SWEEPSTAKES**: Radio station to edit their how to enter details HERE per their terms specifically but also to include below rules.

**FOR LITV SOCIAL MEDIA:** To enter, go to the Instagram app @liveinthevineyard or <a href="https://www.instagram.com/liveinthevineyard/?hl=en">https://www.instagram.com/liveinthevineyard/?hl=en</a>, follow entry direction and "submit" from 12:00 p.m. ET on October 17, 2019 - 3p.m. ET on October 21st (the "Entry Period").

**FOR LITV WEBSITE:** To enter, go to https://www.liveinthevineyard.com/, fill out our online entry form and click "submit" from 12:00 p.m. eastern time ("ET") on September 16, 2019 to 12:00 p.m. ET on October 17, 2019 (the "Entry Period").

YOU CAN ONLY ENTER THE LITV SPONSORED WEBSITE SWEEPSTAKES BY ONLINE ENTRY.

Proof of submission will not be deemed to be proof of receipt.

All entries and requests become the property of Live In The Vineyard and will not be acknowledged or returned.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the e-mail account 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, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

### **CONDITIONS OF ENTRY / ELIGIBILITY TO WIN**

Entrants agree to abide by the terms of these Official Rules and by the decisions of judges which are final. This sweepstakes is open to legal residents of the U.S.A. (excluding Hawaii and Alaska) including the District of Columbia who are at least 21 years of age at the time of entry, except wherever prohibited or restricted by law.

This sweepstakes is intended for play in the United States only and shall only be construed and evaluated according to United States law. Do not enter this sweepstakes if you are not located in the contiguous United States.

By participating in the sweepstakes, entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and its judging organization, which are final and binding in all matters.

Employees of Sponsor, or its subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, employees of Starwood/Marriott Hotels & Resorts, Southwest Airlines Co., Enterprise/National Rent A Car, BSG Entertainment, LITV Entertainment Group, Live In The Vineyard, LLC, Forefront Networks, Pure Luxury Transportation and all other participating wineries/managing/label/record/radio stations/distribution companies/entities, (collectively, the "Sweepstakes Entities") supporting our participating artists at Live In The Vineyard, LLC, and members of their immediate family (e.g., spouses, parents, children, siblings, grandparents) or household (i.e., people who share the same residence at least 3 months a year (whether related or not), are not eligible to win.

Live In The Vineyard, LLC reserves the right to amend these restrictions at any time during the Entry Period. Entries that are incomplete or corrupted are void and will not be eligible.

Any effort by an entrant to misrepresent himself or herself through the use of aliases or multiple email addresses will disqualify all entries of such individual.

Sponsor and its agents reserve the right to verify eligibility qualifications of any winner. Failure to comply with these Official Rules may result in disqualification from the sweepstakes. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

### SPECIAL PUBLICITY NOTICE

By entering this sweepstakes you grant to Sponsor your express permission (except where prohibited by law) to use your original submission on the radio or television and website and in social media and promotional announcements for entertainment purposes (without identifying you by full name), without further compensation.

Also, by entering this sweepstakes, if you are selected as a finalist or a winner, you grant to Sponsor your express permission(except where prohibited by law) to use your name, identity,

description of prize won, hometown and likeness, if applicable, for additional promotional purposes, in any media now known or hereafter developed, including on the radio, television, cable, print, Website and social media channels (i.e. Facebook, Twitter, etc), and including for "live notification" of potential winner status purposes, without further compensation. Even though you consent to all of the above, Sponsor has no obligation to do any of it. See more details at "Winner / Selection / Agreements" below.

#### **PRIZE**

One (1) Grand Prize will be awarded, consisting of

- (a) Round-trip air transportation on Southwest Airlines for two to Oakland, CA, San Francisco, CA, or Sacramento, CA (the "Destination") from the closest major commercial airport served by Southwest Airlines in the continental United States, near the winner's primary residence, as determined by Sponsor; if winner resides within 300 miles of the Destination where flights are not an option, the winner will be responsible for transportation to the event and prize pack taxation will be adjusted accordingly;
- (b) Three (3) nights luxury hotel accommodations at the Napa River Inn (one double occupancy room and room tax only) for winners considered by LITV to be "**East Coast**", and two nights (2) nights of Luxury hotel accommodations for residents considered by LITV to be "**West Coast**" (East are station call letters Wxxx and West are station call letters Kxxx).
- (c) Two (2) exclusive tickets for multiple private acoustic concerts throughout the event which, as of the posting of these Official Rules prior to the start of the Entry Period is expected to include 10+ artists in Napa Valley, CA on November 1st, 2nd and 3rd, 2019;
- (d) Two (2) passes to the Sunday Send-off Brunch Event with brunch and special programming.
- (e) TOTAL Approximate Retail Trip Value (ARV) = \$3,000. \$2,200 WITHOUT FLIGHTS

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Round trip travel for two (2) on Southwest Airlines will be awarded in the form of four (4) Southwest flight e-passes or LITV purchased tickets. Each Southwest flight e-pass is valid for one-way travel on Southwest Airlines-operated, published, scheduled service in the United States and Puerto Rico. The Southwest flight e-pass will bear the date of issue and the date of expiration. Expiration dates will not be extended, and travel must be completed on or before the expiration date. The Southwest flight e-pass is not valid on interline or codeshare service. The Southwest flight e-pass is non-refundable and is not redeemable for cash or credit. The Southwest flight e-pass will not be replaced for any reason, including, without limitation, if lost, stolen, or fraudulently used. The Southwest flight e-pass is non-transferrable and cannot be sold to a third party. Sale, auction, or re-tendering of the Southwest flight e-pass for money or otherwise is strictly prohibited. The Southwest flight e-pass may not be used for promotional

purposes unless previously approved by Southwest Airlines. Any suspected fraud, misrepresentation, misuse, abuse or violation of the Southwest flight e-pass rules and regulations may result in cancellation of the Southwest flight e-pass(es). Southwest flight e-pass holders are required to be nineteen (19) years of age (however the LITV attendees are required to be (21) years of age and older) or older and a legal U.S. resident. However, the recipient of a Southwest flight e-pass may arrange travel for another person if done without selling or bartering a Southwest flight e-pass. Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage set out at <a href="https://www.southwest.com/contractofcarriage">www.southwest.com/contractofcarriage</a>. If the winner does not live in a city served by Southwest Airlines, he/she is responsible for transportation to and from the nearest airport served by Southwest Airlines. Winner is responsible for booking all travel and paying all applicable international taxes and fees. Travel is based on seat availability. Seats on any desired flight are not guaranteed. Winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents. Winner and guest must have valid government-issued photo identification at the time of travel. If the travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian.

Live In The Vineyard, LLC reserves the right to amend, change, add or delete any artists, events, sponsors, or schedules at anytime without prior notice or penalty during the Entry Period and also before or during the actual event production period.

All other expenses not stated as being the Sponsor's responsibility in these rules, including without limitation, ground transportation, meals, additional hotel amenities, additional hotel nights, fees and gratuities, are the responsibility of the winner and traveling companion.

Travel and hotel accommodations are subject to availability. Airport transfers, ground transportation, airport baggage fees and additional airline or transport fees are not included in prize award.

LITV sanctioned event trip dates cannot be extended or changed for any reason.

Certain blackout dates and material restrictions may apply. Dates, participating artists, and location of Events are subject to change and in which case there is no liability to the Sponsor. If the Event is cancelled, Sponsor's only obligation is to award the other elements of the prize.

If selected, and the Grand Prize winner is unable to travel on dates specified — scheduled for November 1st - 3rd — the selected Grand Prize winner will forfeit the prize and another winner will be selected from among eligible entries received.

No prize substitution, cash substitution, or assignment or transfer of prizes is permitted, except by Sponsor who may substitute a prize of equal or greater value if any portion of the advertised prize becomes unavailable. In no event shall more than the number of stated prizes be awarded.

All prizes will be awarded. Any un-used elements of the Grand Prize will be forfeited, will not be redeemable for cash and may not reduce the prize value awarded for tax purposes. All federal, state, local and other taxes, costs and expenses relating to the use, acceptance and possession

of the prize are the sole responsibility of the winner. Furthermore, when the Grand Prize is accepted by the winner and all travel/accommodations are booked, if the winner chooses not to attend or does not show up, the winner is still responsible for taxes of the prize awarded and booked.

Taxes are the responsibility of the winner. If you win a prize valued at more than \$600, you will receive an IRS Form 1099 for the actual value of your prize. Retail value of this package is \$3,000. Live In The Vineyard, LLC will be providing a 1099 at the end of the year.

#### **ODDS**

Odds of winning depend upon the number of eligible entries received during the Entry Period.

This sweepstakes is being advertised on radio stations nationally, through various Live In The Vineyard, LLC partner related sites, and through other marketing outlets from participating sponsors which may be amended or updated and changed at any time during the contest without prior notice or announcement.

Additional sweepstakes may be created with additional outlets during the time of this contest without affecting this sweepstakes in any way.

Stations may be amended at any time during this contest, and additional locations may be amended at any time during this contest. The Sponsor reserves the right to amend, change, add or delete any artists, events, or schedules at anytime without prior notice or penalty during this contest period and also before or during the actual event production period.

### Winner / Selection / Agreements

The winner will be determined in a random drawing to be held on or about October 17th, 2019 following the close of the Entry Period from among all eligible entries received under the supervision of promotional manager from Sponsor whose decisions are final and binding in all matters relating to this sweepstakes. Winner will be notified by telephone. Except where prohibited, acceptance of prize constitutes winner's consent, and winner and its guest will be required to sign a release, to allow Sponsor and its promotional agents to use winner's and winner's guest's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional compensation, in perpetuity, in all media, now known or hereafter developed, in connection with Sponsor, this sweepstakes, the Sponsor's web sites, affiliated websites and marketing vehicles and the Event. Winner and winner's guest(s) will be required to sign on-line waiver to Sponsor Affidavits of Eligibility, Publicity; Liability Release for each of sponsors and Live In The Vineyard, LLC ("Affidavits") and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of prize, within 72 hours of receipt of notification or prize will be forfeited and an alternate winner selected. Trip winner's

guest must also sign the online liability and publicity release prior to travel. Prize will be awarded within 30 days after receipt and verification of completed prize notification. If prize notification is undeliverable, or if winner cannot be contacted for any reason during the time Sponsor must reach winner, if the Affidavits are not complete and received by Sponsor within the time required, or in the event of non-compliance with these Official Rules, the prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries assuming enough time for booking. All travel companions must be at least 21 years old at time of travel.

## **Privacy Notice / Marketing**

By entering this sweepstakes, any personal information you submit will be disclosed to the Sponsor and all related sponsors of this event, and will be used only by them consistent with their respective privacy policies. Sponsor and Sweepstakes Entities may use your personal information, including postal and e-mail addresses, to contact you regarding our goods and services and any other offers and/or promotions that we believe might interest you. The Sponsor reserves the right to amend or change sponsor relationships or add additional sponsors to this list at any time during the contest period and event.

#### **General Caution / Release**

Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. If, in the judges' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this drawing, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the drawing, the judges reserve the right to terminate the sweepstakes and select winners from among all eligible entries received prior to termination. Should the sweepstakes be terminated prior to the stated expiration date, notice will be posted at <a href="http://liveinthevineyard.com/">http://liveinthevineyard.com/</a>.

Any attempt to deliberately damage the content or operation of this drawing is unlawful and subject to legal action by the Sponsor and its agents.

Judges' decisions are final in all matters relating to this sweepstakes.

You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns ("RELEASING PARTIES"), to release, and agree to defend, indemnify, and hold harmless the Sponsor, those working on its behalf, and all other businesses involved in this sweepstakes, as well as each of their respective employees, officers, directors, agents and representatives, successors and assigns ("RELEASED PARTIES"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against RELEASED

PARTIES which any one or more of the RELEASING PARTIES ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to your participation in this sweepstakes or the awarding, acceptance and use or misuse of a prize.

Any affiliated offers from the event's sponsors for samples, music downloads or other items are solely and completely the responsibility of those parties directly offering such samples and the Sponsor and affiliated sponsors offer no guarantees, claims or warranties as to availability of those items, or rules attached therein.

## **Disclaimer of Liability**

Sponsor shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, administration of the sweepstakes or in the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries, or postage due mail; (iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iv) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the sweepstakes; or (v) the failure of any third party to comply with the instructions and proper administration of this sweepstakes.

You agree that the RELEASED PARTIES (defined above) shall not be liable for any injury, including death, loss or damage of any kind caused or claimed to be caused, by participation in this sweepstakes, or from the acceptance or use or redemption of any prize, including travel and accommodations provided by independent suppliers.

In the event Sponsor and its agents are prevented from continuing with the sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within their control, Sponsor and its agents shall have the right to modify, suspend, extend or terminate the sweepstakes.

# Law / Dispute Resolution

This sweepstakes shall be governed by and interpreted under the laws of the State of Texas, U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. Any and all disputes, claims, and causes of action arising out of or in connection with this sweepstakes shall be resolved individually, without resort to any form of class

action. Any action or litigation concerning this sweepstakes shall take place exclusively in the federal or state courts sitting in Austin, Texas, and you expressly consent to the jurisdiction of and venue in such courts and you waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of Texas.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

Winners List. For the name of the winner, available after October 17th, 2019, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this sweepstakes, but within 45 days of the above estimated drawing date to the Sponsor at the address set forth below, Attention: Promotions Department.

SPONSOR. The Sponsor of this promotion is Live In The Vineyard, LLC, 5674 Sawdust Loop, Parker, Colorado, 80134.