

## THE CUPCAKE AND CUPCAKE LIGHTHEARTED JOY OF THE OUTDOORS SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE OF ALCOHOL OR PURCHASE OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 21 OR OLDER TO ENTER. ALCOHOL IS NOT INCLUDED AS PART OF THE PRIZE.**

**REFERENCES TO ANY THIRD-PARTY ENTITY OR TRADEMARK DO NOT CONSTITUTE OR IMPLY, AND SHOULD NOT BE CONSTRUED AS, AN ENDORSEMENT OF THIS SWEEPSTAKES OR CUPCAKE VINEYARDS.**

**BY PARTICIPATING IN THE SWEEPSTAKES VIA THE METHOD DESCRIBED HEREIN, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO, AND COMPLY WITH, THESE OFFICIAL RULES. DO NOT PARTICIPATE IN THE SWEEPSTAKES WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.**

**1. SPONSOR:** The Cupcake and Cupcake Lighthearted Joy of the Outdoors Sweepstakes (the "Sweepstakes") is sponsored and administered by The Wine Group LLC, 4596 Tesla Road, Livermore, CA 94550 (the "Sponsor").

**2. ADMINISTRATOR:** The Sweepstakes is administered by Avid Marketing Group, 100 Corporate Place, Suite 200, Rocky Hill, CT 06037 (the "Administrator").

**3. ELIGIBILITY:** Sweepstakes participation is open only to legal residents of the States of Alaska, Idaho, Montana, Nevada, Oregon, Washington, and Wyoming who are 21 years of age or older at the time of entry. The Sweepstakes is void outside the States of Alaska, Idaho, Montana, Nevada, Oregon, Washington, and Wyoming or where prohibited or restricted by law. The Sweepstakes is being conducted as a consumer sweepstakes in accordance with California Business and Professions Code Sections 17539.15 and 25600.2. All federal, state and local laws and regulations apply. The following individuals are not eligible to participate in the Sweepstakes: employees, contractors, directors and officers of Sponsor and each of its respective parent, subsidiaries and affiliated companies, distributors, wholesalers, retailers, other alcoholic beverage suppliers, and any agencies involved in the administration, development and fulfillment of the Sweepstakes including, but not limited to, web design, advertising, marketing, public relations, and prize fulfillment companies, and the immediate family members (spouse, domestic partner, parent, child, sibling and spouse or "step" of each) and those living in the same households of each such individual.

**4. SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 a.m. Pacific Time ("PT") on July 1, 2021 and ends at 11:59:59 p.m. PT on September 30, 2021 (the "Entry Period").

**5. HOW TO ENTER:** There are two (2) ways to enter.

**Via the Sweepstakes Website:** Either on a mobile device or a laptop/desktop computer, use your preferred browser to visit [www.cupcakeoutdoors.com](http://www.cupcakeoutdoors.com) (the "Website"), and complete the required fields of the onscreen registration form to be entered into the Sweepstakes drawing (the "Entry"). All Entries become the property of Sponsor. The Website Terms of Use and Privacy Policy apply to your use of the Website. Please read them carefully.

**Text Messaging Entry:** During the Entry Period, using your cellular phone or a two-way text- messaging capable device (each a "Device"), text the word "Outdoors" to 218-947-6010. Follow the prompts to confirm your eligibility to participate in the Sweepstakes, and to receive one (1) entry into the random

drawing. Upon texting the word "Outdoors" to 218-947-6010, if you are eligible, you will receive up to two messages from an automated system per entry attempt (excluding error messages). To opt out of receiving texts following sweepstakes entry, text "STOP" to 218-947-6010.

**NOTE ABOUT ENTERING SWEEPSTAKES VIA A DEVICE:** When you use a Device and/or transmit data via a Device, standard data/text messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier and are your responsibility to pay. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance and are your responsibility to pay. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes if you have any questions or concerns. Not all carriers will participate. Check your Device's capabilities for specific instructions. Response text messages to you will be sent from an automated system. Multiple entrants are not permitted to enter from the same Device.

Each individual may submit up to one (1) Entry per email address and/or mobile telephone number during the Entry Period regardless of method of entry. Mass entry attempts may result in disqualification of all entries by such person. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties, are prohibited. Incomplete entries will be disqualified.

By entering, you represent and warrant that you have fully complied with all aspects of these Official Rules. By entering, you agree to indemnify and hold harmless the Sweepstakes Entities (as defined below) from any action or liability resulting from your participation in the Sweepstakes and/or any other information included in any entry. Normal internet access and usage charges imposed by the entrant's internet service provider may apply and are the entrant's sole responsibility. If entering via mobile device, normal phone/data and usage charges imposed by the entrant's phone service provider may apply and are the entrant's sole responsibility.

**6. PRIVACY POLICY:** Provision of information online is governed by Cupcake Vineyards Privacy Policy, accessible at <https://www.cupcakevineyards.com/privacy-policy/>. If you do not agree with the policy, do not participate in the Sweepstakes or otherwise use the Website.

You are providing your information to Sponsor. All personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, entrant may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and entrant may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Sponsor's privacy policies for important information regarding the collection, use and disclosure of personal information by Sponsor.

**7. ODDS OF WINNING:** Odds of winning are dependent upon the number of eligible entries received.

**8. SWEEPSTAKES GRAND PRIZES:** Three (3) Grand Prizes will be awarded. The prize consists of one (1) gift card. The approximate retail value ("ARV") of each Grand Prize is \$1,500.00. The total ARV of all Grand Prizes is \$4,500.00. All prize details will be determined by Sponsor in its sole discretion.

**9. PRIZE PROVISIONS:** Prize is non-transferable, non-refundable, and may not be resold. The Winner is not entitled to exchange or transfer prizes or to obtain other substitutes, provided, however, Sponsor reserves the sole right to substitute prizes or portions thereof of equal or greater value if a Prize listed or

any portion thereof is unavailable for any reason. The Prizes will be awarded if properly claimed. The Prize is awarded "as is" and without any warranty, except as required by law. Any terms and conditions of the gift cards, as determined by the issuing financial institution, will apply.

All taxes on the Prizes are the sole responsibility of the Winner. An Internal Revenue Service form 1099 reflecting the actual value of the Grand Prize will be issued in the Winner's name if required by law.

**10. GRAND PRIZE RANDOM DRAWING:** On or about October 4, 2021, three (3) potential Grand Prize winners will be selected in a random drawing from among all eligible entries received during the Entry Period. Drawing will be conducted by Administrator on behalf of Sponsor. Sponsor's interpretation of these rules and decisions related to the sweepstakes shall be final.

**11. WINNER NOTIFICATION:** The potential winners will be notified by email/phone and will be required to sign and return, via email, an Affidavit of Eligibility and Liability and Publicity release (except where prohibited by law) ("Affidavit") within two (2) days of receipt of Affidavit or the prize will be forfeited and an alternate winner(s) may be chosen, time permitting. The Affidavit will be sent via email from the Sponsor. The return of prize notification as undeliverable may result in disqualification and alternate selection, time permitting. Personally identifiable information, including entry information received, will be used to verify eligibility and award the prize.

In the event of any dispute concerning the identity of the submitter of an entry, the Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting account. Sponsor and its agencies are not responsible for notifications that are misdirected because contact details as provided by the entrant are no longer correct, or for any other reason beyond the exclusive control of the Sponsor.

**12. GENERAL RULES/VERIFICATION:** By acceptance of the prize, each Winner grants permission to the Sponsor and its agencies to use his/her name, city, state, photos, and likeness for purposes of advertising, promotions, and trade without further compensation, except where prohibited by law. By entering, entrant/winner hereby agrees, releases, discharges, and holds harmless Sponsor and its parent, subsidiary and affiliated companies, advertising and promotional agencies and prize suppliers and their respective officers, directors, shareholders, owners, employees, agents, attorneys and representatives (collectively, the "Sweepstakes Entities") from any and all injuries, loss, claims or damages arising out of an entrant's participation in the Sweepstakes and/or entrant's and Winner's acceptance or use or misuse of a prize. By participating in the Sweepstakes, entrant agrees that the Sweepstakes Entities will have no liability whatsoever for, and that the entrant shall defend and hold the Sweepstakes Entities 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 prizes awarded hereunder. Without limiting the foregoing, everything regarding the Sweepstakes, including the Website/any websites used in connection therewith and the 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 Entities.

If for any reason the Sweepstakes is not capable of running as planned, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, epidemic/pandemic, natural disaster, civil commotion, riot, strike 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. In the event the Sweepstakes is cancelled, terminated or suspended for any reason, Sponsor, at its sole discretion, reserves the right and may choose to award the Grand Prize from among all eligible entries received prior to cancellation. Any attempt by an entrant to deliberately damage the Website/any website involved in the Sweepstakes or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek all available remedies, including, without limitation, criminal prosecution, and damages, including, without limitation, attorneys' fees and expenses, from any such entrant to the fullest extent of the law. 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 sent, any text message sent/received 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, without limitation, any injury or damage to an entrant's or any other person's computer, tablet or mobile device related to, or resulting from, participation in or downloading any materials related to this Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes materials, administration of the Sweepstakes, or in the announcement of the prize. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with an entry, to be violating these Official Rules, or to be acting in a disruptive manner. In no event will the Sponsor be obligated to award more than the Grand Prize described herein.

**13. RULES/NAME OF WINNER:** A copy of these Official Rules can be found on the Website. For the name of the Winners, available for a period of at least 30 days after September 30, 2021, send a self-addressed-stamped envelope to: The Cupcake and Cupcake Lighthearted Joy of the Outdoors Sweepstakes, 100 Corporate Place, Suite 200, Rocky Hill, CT 06037.

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

**15. 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 and Sponsor in connection

with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

**16. SEVERABILITY:** If any provision of these Official Rules becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, invalid or void, portions of such provision or such provision in its entirety, to the extent necessary, shall be severed from these rules and such court (or, if such court refuses to do so, the Sponsor) will replace such illegal, void or unenforceable provision of these Official Rules with a valid and enforceable provision that will achieve, to the greatest extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of these Official Rules shall remain in place and enforceable in accordance with their terms.

**17. NO WAIVER:** The failure of Sponsor to assert any right hereunder, or to insist upon compliance with any term or condition of these Official Rules shall not constitute the waiver of that right or excuse the subsequent performance or non-performance of any such term or condition by entrant or constitute a waiver of Sponsor's right to enforce these Official Rules.

Sponsor: The Wine Group, Livermore, CA

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