



TOLOSA

Tolosa Giveaway Official Rules

OFFICIAL RULES. The following are the official rules (“Rules”) for all Tolosa Giveaways (each, the “Giveaway”). In order to enter the Giveaway, you must agree to these Rules. You agree that submission of an entry form and/or participation in the Giveaway constitutes your agreement to these Rules.

A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Eligibility:** The Giveaway is open only to legal residents of the contiguous forty-eight (48) states of the United States, Hawaii, Alaska, and the District of Columbia who are 21 years of age or older at the time of entry. Employees of Sponsor and its respective parent, affiliates, subsidiaries, Giveaway agencies, suppliers, are not eligible. Void in Rhode Island and Puerto Rico and where prohibited by law.

2. **Sponsor:** This Giveaway is sponsored by Tolosa Winery with its principal place of business at 4910 Edna Rd., San Luis Obispo, CA 93401.

3. **Timing:** The Giveaway period will be stated on the original photo post at the beginning of the giveaway and will include the end date and time 10/22/2021 11:59 pm (PST). (“Giveaway Period”).

4. **Entry:** To enter the Giveaway, during the Giveaway Period, participants must: (1) Follow all participating accounts. A purchase or payment is not necessary; (2) Tag your friends on the post on @tolosawinery from during giveaway period. One (1) Winner will be randomly selected from the pool of Entries. Entrants must have a valid Instagram account to be eligible to enter. No more than one (1) person can enter using the same Instagram account. There is no limit on the number of entries an entrant may submit. Use of any automated system to participate is prohibited and will result in disqualification. The Giveaway is not sponsored by Instagram, Inc.

5. **Selection of Winner:** Sponsor will select One (1) Winner at random from the combined pool of Entries received during the Giveaway Period (the “Entries”). Odds of winning depend on the number of eligible Entries received during the applicable Giveaway Period. The Winner will be notified via direct message on Instagram within one (1) business day after the Giveaway Period ends. Entrants are responsible for checking their Instagram messages ensuring that their Instagram information is up-to-date and accurate. Prize notices returned as undeliverable will result in the disqualification of the potential prize Winner and an alternate Winner will be selected. Sponsor’s decisions as to the random drawing are final and no correspondence will be entered. Winner will have twenty-four (24) hours to respond and claim their Prize via direct message from @tolosawinery. If the Winner is discovered to be invalid for any reason prior to delivery of the Prize, or if the Winner cannot be contacted or does not respond within the twentyfour (24)

hour time period, an alternate Winner may be selected, at the sole discretion of the Sponsor. If there is no Winner by the 30th day after end of Giveaway, no further Winners will be chosen. In the event of a dispute, the person to who the Instagram account used to enter the Giveaway was registered will be deemed the winning Entrant.

Potential Winner may be required to show proof of identification upon request in conjunction with Prize award/acceptance.

6. Prizes: Prizes will either be shipped or emailed to the Winner within one month of the Giveaway. No other Prizes will be awarded. Limit one (1) Prize per Winner. All results and decisions of Sponsor are final and binding in all respects. The Prize cannot be combined with any other offer. Prizes are non-transferable or redeemable in cash and must be accepted as awarded. Each Prize is awarded "as is" with no warranty or guarantee, either express or implied outside of manufacturer's limited warranty. No transfer, assignment or substitution of a Prize permitted. Winner is required to comply with any and all applicable federal, state, and local laws, rules and regulations.

7. Conditions of Participants' Conduct: By submitting an Entry and participating in the Giveaway, you represent and warrant that (i) your Entry is original and that you are the sole and exclusive owner and rights holder of the submitted Entry, or you have obtained the necessary permission to include the Entry in the Giveaway, and that you have the right and authority to submit the Entry in the Giveaway; (ii) your Entry does not violate any third party intellectual property or proprietary rights; and (iii) you are otherwise not in violation of any applicable laws, rules and/or regulations. Sponsor reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Giveaway and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Sponsor may lock out any Entrant who, in Sponsor's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. Entrants are required to provide accurate, valid and truthful information at all times. Sponsor will reject and delete any Entry that it discovers to be false, fraudulent, illegal or deceptive and will disqualify any entrant who tampers with the Entry process, the operation of the Giveaway, or is otherwise in violation of the Rules.

8. Acceptance of Official Rules: As a condition of entry, participants fully and unconditionally agree to these Official Rules, to the Terms and Conditions of Prize Drawings and to Sponsor's decisions, which are final and binding in all respects. Sponsor's failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

9. By submitting an Entry and participating in the Giveaway, you agree and hereby grant Sponsor and its parent, subsidiaries, affiliates, agents, employees, successors, and/or related entities (collectively herein "Sponsor Entities") an absolute unrestricted, nonexclusive, royalty-free, irrevocable, worldwide, perpetual, and transferable license and permission to use, store, copy, modify, publish, distribute, copyright, broadcast, display, combine with other materials, edit, alter, and/or reproduce your Entry, including but not limited to your name, handle, likeness, voice, image, video, story and photos ("User Content"), for any purpose, including but not limited to marketing, media, editorial, commercial, advertising, promotional and/or publicity purposes, in any form of media anywhere in the world, including but not limited to its webpages, social media platforms, third party websites, digital and physical owned channels, without geographic or time limitation or further payment, compensation, notice or approval to you, except where prohibited by law. You also agree to participate in any marketing, media, editorial, commercial, advertising, promotional and/or publicity activity related to the Giveaway. You agree to provide affidavits to Sponsor Entities upon request for the purpose of complying with legal and/or broadcaster requirements concerning eligibility or the use of designs and/or testimonials in advertising.

10. Liability: You agree that Sponsor and each of its respective parent, subsidiaries and affiliates and all its advertising and Giveaway agencies, as well as Instagram, Inc. and its prize partners (the "Released Parties"),

will have no liability whatsoever in connection with this Giveaway and, you shall hold them harmless for any injuries, losses or damages of any kind that you or others may incur as a consequence of your participation in the Giveaway or your acceptance, use or misuse of the prize. By entering the Giveaway, Entrant explicitly releases, discharges and holds harmless the Sponsor, and each of its successors and assigns and all its respective members, managers, officers and employees, as well as Instagram, Inc. and its prize partners, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including attorneys' fees and/or experts fees and costs, which Entrant now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Giveaway and the acceptance and use or misuse of the prize. The Released Parties are not responsible for any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway or receipt or use or misuse of the Prize. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event may attorneys' fees, punitive, incidental, special, consequential or other damages, including without limitation, lost profits, be awarded (collectively, "Special Damages"), and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

11. Disputes/Choice of Law: Except where prohibited, each Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Giveaway or the awarding of the Prizes shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in San Luis Obispo County, California. California Law, without reference to choice of law rules, governs the Giveaway and all aspects related thereto.

12. Indemnification: TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND EACH OF ITS RESPECTIVE PARENT, AFFILIATES, AND SUBSIDIARIES AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSEES, SUCCESSORS, REPRESENTATIVES AND AGENTS AT ALL TIMES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, LIABILITIES, DAMAGES, PROCEEDINGS, COSTS (INCLUDING ATTORNEYS' FEES) AND EXPENSES FOR ANY INJURY, DAMAGE OR LOSS CAUSED OR CLAIMED TO BE CAUSED, BASED UPON, OR ARISING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR ANY PART OF THE PRIZE, ENTERING THE SWEEPSTAKES, PARTICIPATION IN THE SWEEPSTAKES, OR PARTICIPATION IN ANY PRIZE RELATED ACTIVITY OR EVENT.

13. General: In any section, provision, term or clause shall be held or found to be unenforceable or invalid by a court decision, statute, rule or otherwise, the remaining provisions shall not be affected thereby and shall continue in full force and effect and such provision may be modified or severed from these Rules to the extent necessary to make such provision enforceable and consistent with the remainder of these Rules.

14. Technical: Sponsor is not responsible for electronic transmission errors which result in the omission, interruption, deletion, defect, destruction, alteration, and/or delay of any Entry. Sponsor is not responsible for any technical, network, electronic, computer, hardware and/or software malfunction, problem, incompatibility, congestion or failure of any kind. Sponsor reserves the right to cancel, terminate or modify the Giveaway at any time, in its sole discretion, if the Giveaway is not capable of completion as planned, including without limitation, the lack of Entry submissions, incomplete Entries, computer viruses, bugs, tampering, unauthorized intervention or technical failures of any sort, without notice. Upon cancellation or termination of the Giveaway for any reason, Sponsor shall have no obligation to award prizes or compensation of any kind.

15. **PRIVACY POLICY:** The privacy policy located at www.tolosawinery.com addresses how Sponsor will use the information collected from you on the Giveaway entry form. By entering the Giveaway, or providing your information to us, you agree to accept the uses of your information described in this privacy policy. When you register as an Entrant in the Giveaway your name and Instagram username will be collected. Once a Winner is chosen, the Winner's first and last name will be publicly shared and displayed on promotional materials. The Winner's name will also be shared with any inquiring parties.

16. **INSTAGRAM DISCLOSURE:** You are providing your information to Sponsor and not to Instagram. This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram. By participating, you hereby release and hold harmless Instagram from any and all liability associated with this Giveaway.