



## **Show Us Your Corks Photo Contest 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.**

**SPONSOR/ADMINISTRATOR:** The Jordan Winery Show Us Your Corks Photo Contest (the “Contest”) is sponsored and administered by JWV Corporation dba Jordan Vineyard & Winery, 1474 Alexander Valley Road, Healdsburg, CA 95448 (the “Sponsor”).

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You understand that you are providing your information to Jordan Winery and not to Facebook or Instagram. The information you provide will be used to contact you in case you win the Show Us Your Corks Photo Contest.

**ELIGIBILITY:** The Contest is open to natural persons 21 years of age or older at the time of entry and who are residing in the United States, excluding Puerto Rico and its territories (the “Territory”), and any state where the Contest is prohibited by law. Amateur and professional photographers are welcome. Images taken with smart phone cameras are encouraged (either edited with apps or without), but photos taken with point-and-shoot or DSLR cameras will also be accepted. Alcohol beverage industry members, including retailers, and their families, employees, shareholders, officers, directors, agents, representatives of Sponsor, or the promotion and advertising agencies of any aforementioned entity, and their immediate family members and those living in their household, and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity are not eligible. The contest will take place throughout the month of September 2018, in honor of California Wine Month. The contest begins at 7:00 AM PST on the first day of the month and ends at 11:59 PM PST on the last day of the month (the “Contest Period”). Contest subject to these official rules.

**SUBJECT MATTER:** In honor of the Jordan Estate Rewards 10<sup>th</sup> Anniversary, Sponsor is asking friends to create a photo that pertains to the monthly theme. September’s theme is Show Us Your Corks. Be creative.

**HOW TO ENTER:** Take an artistic photo that pertains to the monthly theme. The photo can include items from other wineries, as long as other brand names or trademarks are not visible/recognizable (see Conditions below). [Use smartphone photography tips](#) to ensure a better photo. Photos may not include identifiable people/faces for privacy and permissions reasons. No purchase of Sponsor’s wine, other alcohol, or purchase of any kind is necessary to enter or win, nor does a purchase increase the chances of winning. Up to 12 Jordan wine corks may be requested as art supplies at no cost to entrants by emailing [marketing@jordanwinery.com](mailto:marketing@jordanwinery.com). (Please include your full name, shipping address and phone number when requesting corks.)

To enter the photo contest, follow these steps:

- Take a photo with your camera.
- Upload your photo to Sponsor's [Facebook page](#) or post it to your Instagram and tag @jordanwinery.
- Include Hashtags #ShowUsYourCorksPhotoContest #CaliforniaWineMonthContest

Limit one (1) entry per person per day during the Contest Period, regardless of the number of Facebook and/or Instagram accounts a person may have. For the purposes of this Contest, a "day" is defined as beginning at 12:00 AM PST and ending at 11:59 PM PST, with the exception of the first day, which will begin at 7:00 AM PST and end at 11:59 PM PST. Multiple entries in excess of this limitation or mass entry attempts may result in disqualification of all entries by such person at Sponsor's discretion. Entries must be entered directly by the entrant; use of automated entry devices or programs, or entries by third parties, are prohibited. Duplicate or incomplete entries will be disqualified.

**JUDGING:** Judging takes place after 8 a.m. PST on October 1, 2018, and will be conducted by the Sponsor. Winners will be announced at the end of the first week of the month. Submissions will be prepared and will be judged on a 100-point scale as follows:

- Creativity (50 points)
- Composition (25 points)
- Artistic Quality (25 points)

In the event that no entries receive a minimum score of 85 points, no prize will be awarded. In the event of a tie, the tying entries will be rescored to determine a winner. The Selected Contestants will be required to respond (as directed) to a comment left on your original post to Facebook or Instagram within five days of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize; and, in such case, Sponsor may choose the next highest scoring entry from among the remaining eligible entries. Each Selected Contestant will also be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, each Selected Contestant will be required to complete and return the Release within the time period specified therein.

**WINNER NOTIFICATION:** Winners will be announced on Jordan Winery's Facebook and Instagram. The failure to respond timely to the notification may result in forfeiture of the prize; and, in such case, Sponsor may choose the next highest scoring entry from among the remaining eligible entries. Each Selected Contestant will also be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, each Selected Contestant will be required to complete and return the Release within the time period specified therein (each a "Winner").

**PRIZE:** The highest-scoring photo ("Selected Contestants") will be selected immediately upon conclusion of judging and will receive the following prize:

- September Show Us Your Corks prizes:
  - First place: One (1) Jordan branded Riedel Cornetto wine decanter (\$200)
  - Second place: One (1) one-ounce jar of Jordan Chef's Reserve Caviar by Tsar Nicoulai (\$135)
  - Third place: Two (2) Riedel Bordeaux engraved wine glasses (\$58)

Prizes consists only of those items expressly specified in these Official Rules as being part of each Prize. All expenses and costs associated with the acceptance or use of each Prize that are not expressly specified in these Official Rules as being part of the Prize are the responsibility of the Winner.

Prizes are non-transferable, non-refundable, non-negotiable for cash and may not be resold. No substitution of any Prize or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a Prize or Prize component of equal or greater value. Prizes will be awarded if properly claimed. Prizes are awarded "as is" and without any warranty, except as required by law.

Winner is responsible for any and all federal, state and local taxes or assessments and Winner will receive an IRS Form 1099 from Administrator for the actual value of the Prize for the calendar year in which the Prize is awarded.

**SOCIAL MEDIA DISCLOSURE AND PRIVACY POLICY:** This promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook, Instagram, Twitter or any other social media platform and Sponsor and Contestants hereby release Facebook, Instagram and Twitter from any and all liability, loss or damage resulting from administration of, communication of or participation in the Contest. You are providing your information to Sponsor and not to these social media platforms. All personal information collected by Sponsor will be used for administration of the Contest. In addition, Contestants 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 Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Sponsor's privacy policy located at [www.jordanwinery.com/privacy](http://www.jordanwinery.com/privacy) for important information regarding the collection, use and disclosure of personal information by Sponsor.

**GENERAL RULES/CONDITIONS:** Contest is subject to these Official Rules. By submitting an entry to this Contest, Contestants hereby acknowledge that any submission is an original work of authorship by the Contestant, was not copied out of or derived from a third party materials, was not previously published, and does not violate the copyright rights of any third party.

Contestant acknowledges Sponsor has rights to promote entry on social media. By submitting entry, Contestant warrants that photo:

- is not sexually explicit, unnecessarily violent or derogatory
- does not promote drugs, tobacco or firearms
- does not contain images of children or items especially appealing to children
- does not contain visibly recognizable trademarks, logos or trade dress owned by anyone other than Contestant or Sponsor
- does not contain copyrighted material owned by anyone other than Contestant
- does not use the name or likeness of persons living or dead without permission
- does not communicate a message inconsistent with the positive goodwill of Sponsor
- does not depict any violation of law

By participating, Contestants agree: (i) to be bound by these complete Official Rules and the decisions of Sponsor which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. By accepting a

prize, Selected Contestants and Winners agree to release Sponsor, including its parent, subsidiary and affiliated entities together with the respective directors, employees, officers, licensees, licensors and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest, (collectively, the “Releases”) from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of prize or participation in any prize-related activities. Sponsor reserves the right to cancel or suspend the Contest, in its sole discretion, should it receive fewer than 10 entries, or receive no entries that have a judged score above 85 points, or due to circumstances beyond its control, including natural disasters or cancellation of events. Sponsor may, in its sole discretion, cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor’s control, corrupt the administration, security or proper play of the Contest.

Winners of the Contest will be enrolled in the Jordan Estate Rewards program and its opt-in mailing list.

Contestant acknowledges Sponsor has unlimited perpetual rights to the three entries that win the contest. Contestant agrees that sponsor may use any materials submitted on a nonconfidential basis. Sponsor has no obligation to post or publicize any entry. Contestant warrants that photograph is original, has not won previous awards, and does not infringe on the right of privacy of any individual. Sponsor may prohibit a Contestant from participating in the Contest or winning a prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Contest by cheating, plagiarizing, engaging in any deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. Disputes regarding these Official Rules and/or this Contest will 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), which would cause the application of the laws of any jurisdiction other than the State of California.

**PUBLICITY:** Sponsor reserves the right to use all the Submissions to the Contest for publicity purposes prior to or after the Contest end date, in any media, and to use the name, likeness, hometown name, of any Contestant, including all or part of their submission, in whole or in part, for publicity purposes throughout the world, without any compensation or prior review unless specifically prohibited by law. Selected Contestants will be required, as a condition of accepting a prize, to sign a declaration of eligibility, liability, and publicity release, allowing Sponsor to use the name, likeness, hometown name, submission, and winning testimonial and/or prize information of Selected Contestants as part of that publicity throughout the world, without any compensation or prior review unless specifically prohibited by law.

This Contest is void outside the Territory and where prohibited or restricted by law, and subject to applicable federal, state provincial and local laws. Sponsor reserves the right to disqualify any Contestant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules.

**PRIVACY:** All personal information collected by Sponsor will be used for administration of the Contest and in accordance with Sponsor’s privacy policy. Sponsor may also use the information to provide information about upcoming products and events related to Sponsor. Sponsor uses commercially reasonable efforts to comply with CAN-SPAM and Contestants may opt-out of receiving such communications pursuant to Sponsor’s Privacy Policy. Any questions regarding

privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at [www.jordanwinery.com/privacy](http://www.jordanwinery.com/privacy) for important information regarding the collection, use and disclosure of personal information by Sponsor.

**DISPUTES:** To the fullest extent permitted by law, Contestants agree that: (1) Any and all disputes, claims and causes of action brought by him/her arising out of or connected with this Contest or a prize awarded (collectively, "Dispute") shall be resolved individually, without resort to any form of class action; (2) Any and all Disputes shall be settled in an amicable discussion between the Contestant and Sponsor. If any Dispute cannot be resolved in such manner, before resorting to any other legal remedy, entrant and Sponsor shall be determined solely by arbitration in San Francisco, California before one 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 Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction; (3) Any and all claims, judgments, and awards to Contestant shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; (4) Under no circumstances will Contestant 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 any and all rights to have damages multiplied or otherwise increased.

**OFFICIAL RULES:** For a copy of these Official Rules or winners list, send your request to [marketing@jordanwinery.com](mailto:marketing@jordanwinery.com). Request must be received by December 31, 2018. Copyright © 2018, Jordan Winery. All rights reserved.