



September 15, 2020

Ken Scott
Million Dollar Media
on behalf of Deutsch Family Wine and Spirits
VIA E-MAIL

RE: Bellacosa Nights Sweepstakes

Dear Mr. Scott:

ISSUE: This correspondence is in response to your e-mail of August 26, 2020, in which you request legal review of a sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Bellacosa Nights Sweepstakes” promotion was scheduled to begin on September 1, 2020 and runs until December 31, 2020. To participate in the sweepstakes, interested individuals may enter via Instagram or by mail, as further detailed in the official rules.¹

Seventeen grand prize winners will be randomly selected to each receive a \$50.00 American Express Gift Card. The total approximate prize value of all prizes is \$850.00. No purchase is necessary to enter the sweepstakes, and the sweepstakes is open only to residents who are at least twenty-one years of age at the time of entry. The official rules indicate that alcohol is not included in the prizes.

OPINION: Section 5.32(h) of the Pennsylvania Liquor Control Board’s (“PLCB”) Regulations states that a manufacturer, manufacturer’s representatives, or licensee may sponsor sweepstakes promotions subject to the following conditions:

- i. No purchase is necessary to enter.
- ii. Entrants shall be twenty-one years of age or older.

¹ The official rules have been attached to this Advisory Opinion for your convenience.

- iii. Retail licensed premises may only be involved as pick-up or drop-off points for entry forms and not for the conducting of drawings or the awarding of prizes.
- iv. Alcoholic beverages may not be part of the prize.

40 Pa. Code § 5.32(h).

This office has reviewed the proposed sweepstakes promotion and determined that it comports with applicable liquor laws and regulations, specifically section 5.32(h) of the PLCB's Regulations, 40 Pa. Code § 5.32(h).

Please be advised that prior approval of malt or brewed beverages point-of-sale ("POS") material and retail licensed premises POS material is no longer required. However, the requirement for prior approval of POS material intended for use in the PLCB's Fine Wine & Good Spirits stores from the Bureau of Product Selection remains. The total cost of all POS advertising material relating to any one brand of any one manufacturer at any one time may not exceed \$300.00 on a retail licensed premises. 47 P.S. § 4-493(20)(i).

Therefore, it is permissible to conduct this promotion in the Commonwealth in reference to the areas checked below:

- retail licensed premises.
- distributor licensed premises.
- both retail and distributor licensed premises.
- The PLCB's Fine Wine & Good Spirits stores, subject to approval of the Bureau of Product Selection (POS only).
- other – Internet, text messaging.

THIS OPINION APPLIES ONLY TO THE FACTUAL SITUATION DESCRIBED HEREIN AND DOES NOT INSULATE THE LICENSEE OR OTHERS FROM CONSEQUENCES OF CONDUCT OCCURRING PRIOR TO ITS ISSUANCE. THE PROPRIETY OF THE PROPOSED CONDUCT HAS BEEN ADDRESSED ONLY UNDER THE LIQUOR CODE AND REGULATIONS. THE LAWS AND POLICIES ON WHICH THIS OPINION IS

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BASED ARE SUBJECT TO CHANGE BY THE LEGISLATURE OR THE
PENNSYLVANIA LIQUOR CONTROL BOARD.

Sincerely,

A handwritten signature in black ink that reads "Rodrigo J. Diaz". The signature is written in a cursive style with a large initial 'R' and a distinct 'D'.

RODRIGO J. DIAZ
CHIEF COUNSEL

cc: Pennsylvania State Police, Bureau of Liquor Control Enforcement
Michael Demko, Executive Director
Elizabeth Brassell, Director of Policy & Communications
Stacy Kriedeman, Director, Marketing Communications
Thomas Bowman, Director, Bureau of Product Selection
Ra-lbpromo@pa.gov

LCB Advisory Opinion No. 20-214

Bellacosa Nights Sweepstakes Official Rules

MUST BE 21 YEARS OF AGE OR OLDER TO PARTICIPATE. NO PURCHASE OR SMARTPHONE NECESSARY TO ENTER OR WIN. A PURCHASE OR SMARTPHONE ENTRY WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Sweepstakes Parties and Entry Period: Sweepstakes begins at 12:01am Eastern Time (ET) on **September 1, 2020** and ends at 11:59pm ET on **December 31, 2020**. There will be seventeen (17) unique entry periods (each an ‘Entry Period’) during the Sweepstakes as follows:

Sweepstakes Parties and Entry Period: The Sweepstakes is sponsored by Deutsch Family Wine and Spirits, 201 Tresser Blvd, Stamford, CT 06901 and administered by Million Dollar Media, 1460 Route 9 North, Suite 201, Woodbridge, NJ 07095 (“Administrator”).] The Sweepstakes will begin on 12:00:01 a.m. Eastern Time (“ET”) on 9/1/2020 and will end at 11:59:59 p.m. ET on 12/31/2020 (“Entry Period”) Sponsor’s clock will be the official timekeeper for the Sweepstakes. To be eligible, all entries must be received per the following:

Entry Period	Entry Period Start Time	Deadline to Receive Instagram Entries and AMOE Postmark Deadline (11:59:59 P.M. ET)	Deadline to Receive AMOE Entry (Close of Business)	Drawing Dates
1	9/1/2020 at 12:00:00 am ET	9/10/2020 at 11:59:59 pm ET	9/17/2020	9/18/2020
2	9/1/2020 at 12:00:00 am ET	9/17/2020 at 11:59:59 pm ET	9/24/2020	9/25/2020
3	9/1/2020 at 12:00:00 am ET	9/24/2020 at 11:59:59 pm ET	10/1/2020	10/2/2020
4	9/1/2020 at 12:00:00 am ET	10/1/2020 at 11:59:59 pm ET	10/8/2020	10/9/2020
5	9/1/2020 at 12:00:00 am ET	10/8/2020 at 11:59:59 pm ET	10/15/2020	10/16/2020
6	9/1/2020 at 12:00:00 am ET	10/15/2020 at 11:59:59 pm ET	10/22/2020	10/23/2020
7	9/1/2020 at 12:00:00 am ET	10/22/2020 at 11:59:59 pm ET	10/29/2020	10/30/2020
8	9/1/2020 at 12:00:00 am ET	10/29/2020 at 11:59:59 pm ET	11/5/2020	11/6/2020
9	9/1/2020 at 12:00:00 am ET	11/5/2020 at 11:59:59 pm ET	11/12/2020	11/13/2020
10	9/1/2020 at 12:00:00 am ET	11/12/2020 at 11:59:59 pm ET	11/19/2020	11/20/2020
11	9/1/2020 at 12:00:00 am ET	11/19/2020 at 11:59:59 pm ET	11/26/2020	11/27/2020
12	9/1/2020 at 12:00:00 am ET	11/26/2020 at 11:59:59 pm ET	12/3/2020	12/4/2020
13	9/1/2020 at 12:00:00 am ET	12/3/2020 at 11:59:59 pm ET	12/10/2020	12/11/2020
14	9/1/2020 at 12:00:00 am ET	12/10/2020 at 11:59:59 pm ET	12/17/2020	12/17/2020
15	9/1/2020 at 12:00:00 am ET	12/17/2020 at 11:59:59 pm ET	12/24/2020	12/25/2020
16	9/1/2020 at 12:00:00 am ET	12/24/2020 at 11:59:59 pm ET	12/31/2020	1/1/2021
17	9/1/2020 at 12:00:00 am ET	12/31/2020 at 11:59:59 pm ET	1/7/2021	1/8/2021

Eligibility: The Bellacosa Nights Sweepstakes (the “Sweepstakes”) is open only to legal residents of the 50 United States and District of Columbia, and consumer must be age 21 or older at the time of entry. Void where otherwise taxed, prohibited or restricted by law. Officers, directors and employees of Sponsor, its Agency, Million Dollar Media, and, if applicable, their respective parents, subsidiaries, and affiliates; individuals or entities responsible for the development, printing, distribution and implementation of this Sweepstakes (collectively, the “Sweepstakes Entities”); suppliers, distributors and retailers of alcohol-beverage products; and individuals who are employees of or members of the immediate family or household, whether or not related, of any of the foregoing are not eligible to enter to win. Sweepstakes is subject to all applicable Federal, state and local laws and regulations.

To Enter: There are two (2) ways to enter. Entrants may enter only one time each day, regardless of method of entry.

- 1. Instagram Photo Post:** Take a photo that best represents your enjoyment of Bellacosa Wine and post the photo on Instagram to enter the Sweepstakes during an Entry Period as outlined above. (Note: there is no purchase of Bellacosa Wine required to participate.) Access the Instagram application on your compatible mobile device. During an Entry Period, post the photo through your own public Instagram account with the hashtag **#BellacosanightsSweepstakes**, along with any optional comments on the photo. **NOTE:** To enter the Sweepstakes, you must be an active holder of a non-private Instagram account (holders of private account settings may not enter). If you do not have the Instagram application, you may download it through the application store on your mobile device. The Instagram application is free, and Instagram's Terms of Use apply. For details, visit <http://instagram.com/legal/terms/>. Submitted photos will appear on Instagram under the hashtag **#BellacosanightsSweepstakes** along with being displayed on the Sweepstakes website www.bellacosawine.com/bellacosanights. If you enter using a mobile device on a wireless service provider's network (as opposed to a Wi-Fi network), your carrier's text and data rates will apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. All Instagram photo submission entries must be posted 11:59p ET on **12/31/2020** to be eligible.
- 2. To Enter via regular mail.** Legibly print your name, date of birth, address (no P.O. Boxes or APO addresses), e-mail address (optional), and daytime telephone number along with a photo that best represents your enjoyment of Bellacosa Wine and mail to: [Million Dollar Media, Attention: ATTN: Bellacosa Nights Sweepstakes, PO Box 278, Woodbridge, NJ 07095

Each entry requires a unique photo that has not previously been entered in the Sweepstakes. Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's Instagram account, photo, or providing any false information, will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different emails, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically produced or automated entries permitted. **Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. False and/or deceptive entries or acts, including misrepresentation of age, shall render such entries ineligible.**

All Photo Entries in the Sweepstakes become the sole property of Sponsor and will not be returned. Each Entrant agrees that their submitted Photo Entry may be viewed by the public. Sponsor reserves the right to disqualify and remove any Photo Entry at any time that is not in compliance with these Official Rules. All Photo Entries must conform to the photo submission requirements as outlined above and below, or it may be disqualified and not considered for the Sweepstakes.

Any other individuals included in the Photo Entry, must provide Entrant with express consent and permission for their images to be included and submitted in the Sweepstakes, and such Entrant is solely responsible for obtaining all authorizations or approvals. The individual who submitted the Photo Entry shall be designated as the official Entrant competing in the Sweepstakes, regardless of any other individuals included in the Photo Entry, and shall be the only individual eligible for any resulting prize award (see below). Any Photo Entry completed and submitted on behalf of another individual or using another person's name, Instagram account; or use of any unauthorized photo submissions will be disqualified.

By registering and submitting an entry and photo, you affirm that you have read and accepted these Official Rules. By entering the Sweepstakes, each contestant agrees that s/he may be contacted, recorded and/or broadcasted by Sponsor, and that his/her photo submission may be used, promoted, released, broadcasted or published by Sponsor in any manner related to the promotion or advertising of the Sweepstakes.

General Photo Submission Requirements:

- Each photo must be submitted in a file format accepted by Instagram (i.e. Instagram App, JPG, PNG, etc);
- Must be the Entrant's own original creation and not been previously entered into any Sweepstakes;
- Any photo that is not properly submitted or received for any reason, including any technical difficulties, upload failures; failures to save or properly store the photo; busy signals, efforts of hackers; or any lost or disconnected internet connections, will be disqualified.

Additional Photo Submission Requirements: Sponsor reserves the right in its sole discretion, to disqualify any photo submission for any reason that it considers to not be appropriate for the Sweepstakes. Photo restrictions include, but are not limited to, the following requirements:

- not be, or ever have been, submitted in any competition or Sweepstakes of any kind;
- not use any name, likeness, photograph, or any other identifying element, in whole or in part, of any person, living or dead, without permission;
- not be subject to any third-party agreement or require payment or incurrence of any sums to obtain further permissions of any person or entity as a result of its use or exploitation of the idea or rights therein or portions, or modified versions or derivative works thereof;
- except as relates to the Sponsor's brand or approved partners, not include trademarks, logos, or copyrighted material not owned by Entrant or material that is used without permission (including but not limited to company names, photographs, works of art, or images published on any media) or that otherwise infringes or violates the rights of any third party (including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights (i.e., "droit morale"), or any other intellectual property rights);
- not feature, refer to, or mention any companies or brands in competition with Sponsor;
- not include any unauthorized photos or plagiarism of any kind;
- not be considered harmful to minors in any way;
- not contain nudity, inappropriate, indecent, sexually explicit, pornographic, or obscene content or images (which shall be determined by Sponsor, in its sole and absolute discretion);
- not contain any political or politically themed or motivated messages, statements, or images;
- not defame, slander, libel, misrepresent, or contain disparaging remarks or any other content that could adversely affect the name, reputation, or goodwill of Sponsor or any other individuals and/or entities affiliated or associated with Sponsor, the Sweepstakes, or any prizes, the determination of which shall remain in the sole discretion of Sponsor;
- not depict or include images that may be considered unlawful, harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, libelous, invasive of another's privacy, hateful, or racially, religiously, ethnically or otherwise objectionable in any manner as solely determined by Sponsor;
- adhere to the Instagram terms of use as set forth on the Instagram website

Representation and Release of Rights to Photo Submissions: By submitting any photo, each represents that s/he has sole and exclusive ownership and proprietary rights of all photo images submitted; has full permission of all parties within photo to publish and release their images and actions shown within the photo; and agrees that each photo becomes the sole and exclusive property of Sponsor, and Sponsor may publish, display, promote, or utilize photo in any manner of its choosing in relation to the promotion or advertising of the Sweepstakes or Sponsor. Entry into the Sweepstakes and upload of any photo, constitutes permission for the Sponsor and its designees to use that contestant's photo, name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. Photo submissions will not be acknowledged or returned by Sponsor.

Sponsor reserves the right to request from any Entrant at any time proof, in a form acceptable to Sponsor, of any permission required or possibly required to use such Entrant's Photo Entry. Failure to provide such proof, if requested, may disqualify such Photo Entry from the Sweepstakes.

GRAND PRIZE: Total Prizes to be awarded: Seventeen (17) Grand Prizes of one (1) \$50.00 American Express Gift Card. Approximate retail value ("ARV") fifty dollars (\$50.00). Winner must be 21 years of age or older at the time of entry. **Alcoholic beverages are not part of the prize.** Odds of winning depend on number of eligible entries received.

Notification and Prize Claims: All winners will be selected on the drawing dates as listed above, through a random drawing among all eligible entries for the corresponding entry period. Non-winning entries will roll over to the next drawing date, if any. Entries not received by the deadlines above will be entered into the next drawing. Each potential Grand Prize winner will be contacted by message posting to the entrant's Instagram account or phone within three (3) business days following the conclusion of the Entry Period (the "Notification"). If the Administrator is unsuccessful in its attempt to reach and speak directly with any potential winner by phone within 48-hours of the initial notification attempt, then that contestant may be disqualified and an alternate potential prize winner may be selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). **Note: phone messages will not be left during the prize winner notification process.** The potential Grand Prize winner will be required to sign and return, within five (5) days of receipt, an Affidavit of Eligibility/Liability/Publicity Release and an IRS W-9 Form or an IRS Form 1099 (the "Paperwork") in order to claim the Prize. If a potential Grand Prize Winner fails to return the Paperwork within that time, if the Grand Prize Notification is returned as undeliverable, or if an Entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential Grand Prize Winner will be disqualified and a runner-up Grand Prize Winner may be notified. Sponsor reserves the right to conduct

a background check of any criminal records of any potential Grand Prize Winner. To the extent necessary and permitted by law, potential Grand Prize Winner shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify any potential Grand Prize Winner based on the background check. Even if the name of a potential Grand Prize Winner is publicly announced, the potential Grand Prize Winner must complete all documents provided and be confirmed by Sponsor prior to receiving a Prize. Once a potential Grand Prize Winner has been confirmed by the Sponsor, except where prohibited by law, Grand Prize Winner's Entry and acceptance of the Grand Prize constitutes permission for the Sweepstakes Entities to use said Grand Prize Winner's name, photograph, likeness, statements, biographical information and voice on a worldwide basis, and in all forms of media, in perpetuity, without further compensation.

All prizes requiring delivery ("Shipped Prize(s)") will be shipped to each confirmed Entrant Winner and their Nominee at the address listed on his/her signed prize acceptance documents. All Shipped Prizes will be delivered by U.S. Postal Service or common carrier of Administrator's choosing, and Shipped Prizes will be deemed delivered to the winner once a Shipped Prize is delivered by Administrator to the U.S. Postal Service or other common carrier of Administrator's choosing. Sponsor and Administrator will not be responsible or liable for a late, delayed, lost, stolen, undeliverable or damaged Shipped Prizes once delivered to the U.S. Postal Service or other common carrier, for any loss or damages relating to delivery, use, or misuse of a Shipped Prize, or for any Entrant or their Nominee who incorrectly entered their actual address during the prize acceptance process. Please allow 2-4 weeks for delivery of Shipped Prizes.

Privacy and Text Information: Entrants will be contacted using the address provided during the Entry Period. Email addresses may be stored if supplied, and entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Sponsor uses commercially reasonable 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. Entrant understands that he or she is providing their information to Sponsor. By entering the Sweepstakes, each entrant acknowledges that his or her first and last name and hometown may be announced online, including on Sponsor's social media channels. Except where prohibited, acceptance of any and all prizes constitutes consent by the winner to use of his/her name, voice, picture, likeness and biographical data for advertising and promotional purposes without any additional compensation. Each Entrant further hereby acknowledges and agrees that if he or she is chosen as a winner for any prize, certain of his or her identifying information may be disclosed to third parties (at least as required by law), including, without limitation, on an online page listing prize winner(s). Information collected from Entrant will be treated by Sponsor in accordance with Sponsor's privacy policy, available at <http://www.deutschfamily.com/privacy-policy>, and with due regard to Entrant's privacy. Entrants should be aware that Sponsor may be collecting non-public, personally-identifiable information about them in connection with the operation of the Sweepstakes. Entrants' information will be hosted in the United States.

If you provided your mobile number during the Entry Period and agreed to the terms listed, you are authorizing Sponsor to deliver automated SMS messages to you about the Sweepstakes. You are not required to provide a number as a condition of purchasing any item or receiving any offers. Standard message rates may apply. You may opt out of receiving future text messages by replying REMOVE to any message you receive (this will generate a confirmation email noting we have received your request). If you chose not to receive automated SMS messages to your mobile device, you will receive the same notifications via mail or via email through an automated email system. Sponsor and its agents are not responsible for text message entries not received due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of such entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by any human or technological error that may occur in the processing of entries. Any other attempted form of entry not specified herein is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Network service for transmission of text messages/entries may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Sponsor assumes no responsibility for message/entry delivery or timeliness of messages/entries, or for the availability of messaging or general phone services at all times.

Additional Terms and Conditions: If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, *force majeure*, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winner from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

No transfer or substitution of prize (or any portion thereof) or cash redemption permitted, except as provided herein or at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value in the event that advertised prize (or portion thereof) is unavailable. Sponsor further reserves the right, in its sole

discretion, to offer a cash alternative for prize; however, the cash alternative may be less than the stated ARV of the prize. **All federal, state and local income taxes on the prize are winner's sole responsibility.** Winner will be issued an IRS Form 1099 for the value of his/her prize. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES AND THE SELECTION OF POTENTIAL WINNER ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED. PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES.

Releases: By entering or accepting the prize (if awarded to him/her), Entrant agrees to indemnify, release, defend and hold harmless the Sponsor, its parent companies, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the "Released Parties"), from and against any and all liability for any claims (including but not limited to third-party claims) arising from or relating to loss, harm, damage, injury, cost or expense whatsoever including, without limitation, claims alleging property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy that may arise from or in connection with participation in the Sweepstakes, including but not limited to, prize winner's Sweepstakes entry; use of prize winner's name, likeness, biographical information, signature, image or likeness; prize winner's receipt, possession, acceptance, use and/or misuse or inability to use any prize or part thereof or participation in prize-related activities, including, but not limited to, injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) 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 Sweepstakes or receipt or use or misuse of the prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its 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. No more than the stated number of prizes will be awarded. **One prize per person and per household in this Sweepstakes.** In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Warranty Disclaimer: By accepting the prize, winner acknowledges that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize or any component thereof, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

Limitations of Liability: By participating or accepting a prize (if applicable), entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including, but not limited to, costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or

otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than New York.

Severability: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Construction: In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Winner's Lists and Official Rules: A winner's list may be obtained by mailing a self-addressed stamped envelope to: Bellascosa Nights Sweepstakes P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list. All requests for the winner's list must be postmarked by 1/1/2021 and received by 2/28/2021. Requests will be fulfilled after the winner is verified. For official rules, and prize descriptions, see www.bellacosawine.com/bellacosanights.

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www.bellacosawine.com.|Please enjoy responsibly.

American Express is not a party to this Sweepstakes, and has not offered or sponsored this Sweepstakes in any way; and shall have no liability or responsibility for any claim arising in connection with this Sweepstakes or any item(s) awarded.