



September 28, 2020

Adam Small
on behalf of Treasury Wine Estates
VIA E-MAIL

RE: Sterling Holiday Sweepstakes

Dear Mr. Small:

ISSUE: This correspondence is in response to your e-mail of September 22, 2020, in which you request legal review of a sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Sterling Holiday Sweepstakes” promotion is scheduled to begin on November 1, 2020 and runs until December 31, 2020. To participate in the sweepstakes, interested individuals may enter via text message or by mail, as further detailed in the official rules.¹

There will be four drawing periods with a total of up to 6,500 winners. Each winner will be randomly selected to receive a FandangoNOW Promotional Code that is good toward one rental of any movie. The total approximate retail value of the prizes available is \$26,000.00. 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 prize.

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

Adam Small
September 28, 2020
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Sincerely,

A handwritten signature in cursive script that reads "Rodrigo J. Diaz".

RODRIGO J. DIAZ
CHIEF COUNSEL

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

LCB Advisory Opinion No. 20-230

STERLING HOLIDAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES WILL BE AWARDED AS PART OF ANY PRIZE.

BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED PARTIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW, INCLUDING PUERTO RICO AND ALL U.S. TERRITORIES AND POSSESSIONS.

SWEEPSTAKES PERIOD: The Sterling Holiday Sweepstakes (the "Sweepstakes") begins at 12:01 AM US Pacific Time ("PT") on November 1, 2020 and ends at 11:59 PM PT December 31, 2020 (the "Sweepstakes Period"). The computer clock of the Administrator is the official time-keeping device in the Sweepstakes. By participating, participants ("Participants") unconditionally accept and agree to comply with, abide by, and be bound by these Official Rules and the decisions of Treasury Wine Estates Americas Company (the "Sponsor"), which are binding and final on matters relating to this Sweepstakes.

ELIGIBILITY: Sweepstakes is open only to legal residents of the fifty (50) United States and District of Columbia, who are at least twenty-one (21) years of age or the age of majority in their state of primary residence (whichever is older) at time of Sweepstakes Entry. Void where prohibited or restricted by law, including Puerto Rico and all U.S. Territories and Possessions. Employees, officers and representatives of the Sponsor, Southern Made Services, LLC (the "Administrator"), Fandango Loyalty Solutions, LLC ("Fandango"), distributors, retailers, sales representatives and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agency involved in the administration, development, fulfillment and execution of this Sweepstakes, and their immediate family members, as defined below, of each, and those persons living in the same households, whether or not related, are not eligible to participate in the Sweepstakes. Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Winning a Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state and local laws and regulations apply. All Sweepstakes Entries are the property of the Sponsor.

HOW TO PARTICIPATE: During the Sweepstakes Period, there are two ways to participate. **1) Entry with Text:** To receive one (1) entry in the Sweepstakes ("Sweepstakes Entry"), follow these directions ("Text Entry"). Text "MOVIENIGHT" to short-code 313313 using your SMS-enabled mobile phone. You will receive a reply text message prompting you to provide your date of birth (DOB) and full email address. After your age is confirmed and email address accepted, you will be automatically entered into the Sweepstakes. **2) Mail-in Entry:** To receive one (1) Sweepstakes Entry without texting the keyword to the short-code ("Mail-In Entry"), hand-print your name, complete address (no P.O. boxes permitted), phone number (including area code), date of birth and email address on a 3" x 5" piece of paper and mail in an envelope with proper first class postage affixed to: Sterling Holiday Sweepstakes, PO Box 90130, Nashville, TN 37209. All Mail-In Entries must be received by the applicable dates set forth below to be eligible to win in a particular Prize drawing. For the avoidance of doubt, valid Text Entries and valid Mail-In Entries shall be collectively referred to as Sweepstakes Entries, and each individually a Sweepstakes Entry.

Limit one (1) Text Entry per person or SMS phone number during the Sweepstakes Period. Participants must have a mobile phone with text messaging and web browsing capabilities to enter and may incur a standard text message and/or data charge from their wireless service provider for each message sent and received. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Texting Participant must be the authorized account holder of the account from which the Sweepstakes Entry is submitted.

Sweepstakes Entries generated by script, macro or other automated means, and Sweepstakes Entries by any means which subvert the entry process, are void. By submitting a Mail-In Entry, you agree to the Official Rules and are willing provide your information to the Sponsor and the Administrator. No photocopied or mechanically reproduced. Sweepstakes Entries become the property of the Sponsor and will not be returned.

There is a limit of one (1) Sweepstakes Entry per person during the Sweepstakes Period, regardless of entry method. Sweepstakes Entries received from any person in excess of the stated limitation, or which are incomplete, corrupted, damaged, destroyed, forged, false, lost or misdirect, will be void. Subsequent attempts made by the same individual to submit multiple Sweepstakes Entries by using multiple or false contact information or otherwise may be disqualified. There is a limit of one (1) Prize per person throughout the Sweepstakes Period.

Any and all information provided in connection with this Sweepstakes is subject to the Sponsor's Privacy Policy available at <https://www.tweglobal.com/privacy>.

SWEEPSTAKES PRIZE DRAWING & WINNER NOTIFICATION: The potential Winners will be selected in a random drawing as described below. Up to a total of six thousand five hundred (6,500) Prizes will be awarded over four (4) drawing periods (each, an "Entry Period") as specified below, one thousand six hundred twenty five (1,625) Prizes per drawing. Each Entry Period is understood to begin at 12:00 a.m. PT on the first day of the applicable Entry Period and end at 11:59 p.m. PT on the last day of the applicable Entry Period. Odds of winning a Prize during any applicable Entry Period depend on the number of eligible Sweepstakes Entries

received for such Entry Period. Text Entries must be received in the applicable Entry Period specified below to be eligible for a particular drawing. Mail-In Entries must be received by the Administrator by the applicable Mail-In Entry Received By Date specified below to be eligible for a particular drawing. Non-winning Sweepstakes Entries included in one Entry Period drawing will carry over to subsequent Entry Period drawings. Winners will be selected and notified with the first drawing on November 23, 2020 and according to the following schedule of drawing dates. Winners will be randomly selected under the discretion of the Administrator. Winners will be contacted via email.

Schedule of drawing dates:

Entry Period	Mail-In Entry Received By Date	Drawing Date
November 1, 2020 – November 14, 2020	November 20, 2020	November 23, 2020
November 15, 2020 – November 28, 2020	December 4, 2020	December 7, 2020
November 29, 2020 – December 12, 2020	December 18, 2020	December 21, 2020
December 13, 2020 – December 31, 2020	January 8, 2021	January 12, 2021

If Prize notification is returned as undeliverable, the Sponsor or its agent is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, Prize will be forfeited and, at the Sponsor's discretion, an alternate Winner may be selected. The Sponsor reserves the right not to award a Prize in the event the Sponsor is unable to identify and confirm a Winner after attempting to contact alternate Winners.

SWEEPSTAKES PRIZE(S) (6,500): There are six thousand five hundred (6,500) Prizes ("Prizes") available to be awarded. Each Prize winner ("Winner") will receive a FandangoNOW Promotional Code ("Code") that is good toward one rental of any movie (any format) on FandangoNOW.com and via participating FandangoNOW apps (up to \$4.00 total value).

The Approximate Retail Value ("ARV") of each Prize is \$4.00.

Total ARV of all Prizes available in this Sweepstakes is \$26,000.

PRIZE CONDITIONS: Code is good towards one rental of any movie (any format) on FandangoNOW.com and via participating FandangoNOW apps (up to \$4.00 total value). You may be required to pay taxes separately. Code expires on 1/31/2021. You must have a Fandango VIP account to redeem your Code. Fandango VIP is free to join. Credit card may be required for transactions on FandangoNOW.com. Code must be redeemed to your Fandango VIP account or entered at checkout to receive discount. One Code per transaction. Limit one Code per person. If lost or stolen, cannot be replaced. No cash value, except as required by law. Not valid with any other offer. One-time use only. Not for resale; void if sold or exchanged. If the cost of rental is more than maximum value of the Code, then user must pay the difference. Any price difference between cost of rental and maximum value of the Code will not be refunded. Offer valid in U.S. and D.C., excluding U.S. territories and where prohibited by law. Fandango and Fandango Loyalty Solutions, LLC are not a sponsor or co-sponsor of this Sweepstakes. The redemption of the Code is subject to Fandango's Terms and Policies at www.fandango.com/terms-and-policies.

The maximum value of the Prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed.

Prize consists only of the elements expressly set forth above; no other elements are included in the Prize and all such expenses are the sole responsibility of Winner. Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. In the event that, for reasons beyond their control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules (including if the designated Prize should become unavailable for any reason), the Sponsor will substitute the Prize with another prize of similar nature and equal or greater value at its sole discretion. The Prize is non-assignable and non-transferable and is not redeemable for cash and no substitution will be made except as provided herein at the Sponsor's sole discretion. If a selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize may be awarded to an alternate Winner. All Sweepstakes Entries and potential Winners are subject to verification by the Sponsor and the Administrator, whose decisions are final and binding. No compensation will be paid in lieu of a Prize.

Prize will be awarded provided that a sufficient number of Sweepstakes Entries are received and the Prize is claimed in accordance with the dates and times specified above.

GENERAL CONDITIONS: Sweepstakes qualification is determined when Participant texts the keyword to the short-code or when a request for a Mail-In Entry has been submitted. Proof of identity and/or residence reasonably satisfactory to the Sponsor and/or the Administrator may be required to verify eligibility. The Sponsor and the Administrator have the right to determine Sweepstakes eligibility in their discretion; all decisions concerning Sweepstakes eligibility are final. Any effort to circumvent the Sweepstake's limits, requirements or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids submissions and disqualifies person from participating in the Sweepstakes.

By participating, Participants accept and agree to: (i) be bound by these Official Rules, all applicable laws and the decisions of the Sponsor, which shall be final and binding in all matters; (ii) waive any rights to claim ambiguity with respect to the Official Rules; and (iii) waive all of his/her rights to bring any claim, action, or proceeding against any of the Released Parties (as defined below). Released Parties (as defined below) are not responsible or liable Sweepstakes Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Sweepstakes Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Sweepstakes Entries will be disqualified, or emails or other errors or difficulties of any kind whether human, technical, electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Prize redemptions, emails, Sweepstakes Entries, the announcement of the Winners, or in any Sweepstakes-related

materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Sweepstakes or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated Sweepstakes Entries will be void. Should any portion of the Sweepstakes be, in the Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of Sweepstakes Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes. If terminated, at its discretion, the Sponsor reserves the right to select the potential Prize Winner from all eligible, non-suspect Prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants, by participating, agree that the Sponsor, the Administrator, Fandango and each of their respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and promotional partners and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize (including any travel or activity related thereto) or participation in this Sweepstakes. Each Prize is offered and provided "as is" with no warranty or guarantee by the Sponsor, either express or implied. Any and all warranties and/or guarantees on the Prizes (if any) are subject to the manufacturer's terms therefore, and Winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the Prizes. Neither the Administrator, Fandango or any of their respective parents, affiliates, and subsidiaries are a sponsor or co-sponsor of this Sweepstakes. Each Winner, by acceptance of a Prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In case of dispute as to the identity of any Participant, entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address.

INDEMNITY: Participants agree to release, indemnify, defend, and hold harmless the Released Parties from any and all liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) arising out of or relating in any way to: (a) your participation or inability to participate in the Sweepstakes, (b) typographical errors in the Official Rules or any Sweepstakes promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use an Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Released Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the Sweepstakes Entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Sweepstakes site or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by you, (i) interruption or inability to access the Sweepstakes, any Sweepstakes-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Released Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Released Parties. Each Winner hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Sweepstakes

Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, use of the Website, or the acceptance, receipt, or use of any Prize or Prize component. Participants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

BINDING ARBITRATION: Except where required by law, Participants and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Sweepstakes (including any activity related thereto). Any controversy or claim arising out of or relating to these Official Rules or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

CHOICE OF LAW AND JURISDICTION: All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any

Participant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the state of California without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

WINNER'S NAME: For the name of the Winners (available after January 5, 2021), send a self-addressed stamped envelope to: Sterling Holiday Sweepstakes Winner, PO Box 90130, Nashville, TN 37209, for Sponsor's receipt no later than March 2, 2021.

SPONSOR: Treasury Wine Estates, 300 Lakeside Dr. 25th Floor, Oakland, CA 94612.

// End of Official Rules //