



October 9, 2020

Tammi Virkler
Director, PLCB Compliance
Southern Glazer's Wine and Spirits of Pennsylvania
on behalf of Ste. Michelle Wine Estates, Ltd.
VIA E-MAIL

RE: "Good Tidings & Great Finds" PA Sweepstakes

Dear Ms. Virkler:

ISSUE: This correspondence is in response to your e-mail of October 2, 2020, wherein you request legal review of a proposed sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the "Good Tidings & Great Finds' PA Sweepstakes" promotion is scheduled to begin on November 30, 2020 and runs until January 3, 2021. To participate in the sweepstakes, interested individuals may enter online at www.enterpromo.com/tidings or by text message, as further described in the official rules.¹

Five winners will be randomly selected to each receive one Coravin Model Three Wine Preservation System and a \$200.00 gift card. The total approximate retail value of all prizes is \$2,500.00. No purchase is necessary to enter the sweepstakes, and the sweepstakes is open only to adults who are at least twenty-one years of age at the time of entry. The official rules indicate that alcohol is not part of 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.

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

- ii. Entrants shall be twenty-one years of age or older.
- 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), so long as alcohol is not included in the prize.

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, as long as alcohol is not included in the prize, it would be 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.

Sincerely,



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. 20-247

Official Rules

“Good Tidings & Great Finds” PA Sweepstakes

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OFFERED ONLY TO LEGAL RESIDENTS OF PENNSYLVANIA

AGED 21 YEARS OR OLDER.

**THE ODDS OF WINNING WILL DEPEND ON THE NUMBER OF ENTRIES
SUBMITTED.**

1. ENTRY PERIOD. The “Good Tidings & Great Finds” PA Sweepstakes (the “Sweepstakes”) is open to participants between November 30, 2020 at 12:00:00 am Eastern Standard Time (EST) and January 3, 2021 at 11:59:59 pm Eastern Standard Time (EST) (the “Sweepstakes Period”). All entries must be received by January 3, 2021 at 11:59:59 pm Eastern Standard Time (EST). Sponsor’s (defined below) computer is the official clock for all purposes of this Sweepstakes.

2. ELIGIBILITY

2.1. To enter the Sweepstakes you must be a lawful permanent resident Pennsylvania and 21 years of age or older at the time of entry (“Participant”). The Sweepstakes is void anywhere prohibited or restricted by law, regulation, rule, or otherwise. The Sweepstakes, and any website pages and advertisements related thereto, is intended for viewing only in the United States. Only Participants located in the United States are eligible to participate in the Sweepstakes. The Sweepstakes is governed by U.S. law and is subject to all applicable local, state, and federal laws and regulations.

2.2. The Sweepstakes is not open to employees, temporary employees, independent contractors, agents, owners, officers, members, or directors or members of any of those persons’ households or immediate families (including, but not limited to, spouses, parents, siblings, children and each of their respective spouses) of: (a) Ste. Michelle Wine Estates Ltd. (“Sponsor” and its parents, subsidiaries, or affiliated companies); (b) any state alcohol commission, or (c) a licensed alcoholic beverage retailer, distributor, or wholesaler, or a parent, subsidiary, affiliate, or advertising or promotional agency of such a retailer, distributor, or wholesaler.

3. HOW TO ENTER

3.1. By entering the Sweepstakes, Participant agrees and consents to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, and waives any right to claim ambiguity in the Sweepstakes or these Official Rules.

3.2. During the Sweepstakes Period, you can enter via one of the following methods (each an “Entry”): **(a) TEXT MESSAGE:** use your mobile phone to text “**Tidings**” to **99888**; participants must have a mobile phone with text messaging capabilities to enter by text message and may incur standard text message and data charges from their wireless service provider for each message sent and received; approximately a total of three (3) text messages will be required to participate; check with your wireless service provider for details on any applicable charges; participants are solely responsible for any such wireless charges; not all wireless carriers participate; by entering this sweepstakes via text messaging, the entrant is consenting to receive

text and phone messages regarding the Sweepstakes; entrants will be given the opportunity to “cancel” (or unsubscribe) each time they receive a text message by sending “STOP” to the phone number above or **(b) WEBSITE:** visit www.enterpromo.com/tidings and follow the instructions to complete and submit an entry form; you must provide all information requested on the entry form to be eligible for the chance to win the prize(s).

3.3. If entering via text message, the person submitting the Sweepstakes entry must be the authorized account holder/user of the mobile phone number, otherwise entry shall be deemed void. In the event of dispute over the identity of a potential winner, entries will be declared made by the registered user of the phone number used at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder/user of the mobile phone number submitting the entry. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her phone number during the Sweepstakes Period.

3.4. Proof of text messaging does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to entrant. Every entry submission must be manually keystroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related phone numbers may be blocked.

3.5. All information submitted by Participant is subject to and will be treated in a manner consistent with Sponsor’s Privacy Policy accessible at [Http://www.smwe./privacy](http://www.smwe./privacy). By participating in the Sweepstakes, Participant hereby agrees that Sponsor may collect and use their personal information, as detailed in the Privacy Policy, and acknowledges and agrees that they have read and accepted Sponsor’s Privacy Policy.

4. RESTRICTIONS ON PARTICIPANTS AND ENTRIES

4.1. Participant may only submit one Entry and is subject to disqualification, at Sponsor’s sole discretion, if Participant submits more than one Entry. Any person who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to submit multiple Entries, or otherwise violates these Official Rules, will be disqualified; use of automated, programmed, robotic or like methods of entry are prohibited. In case of dispute, an online Entry will be deemed made by the authorized account holder of the e-mail address used to submit the Entry. The authorized account holder is the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4.2. All Entries must be presented in English and may only be submitted by the Participant named on the Entry.

5. WINNERS

5.1. Five (5) potential winners will be selected in a random drawing from among all of the eligible Entries on or around January 4, 2021 (“Drawing Date”). Administrator will notify the potential winners via the telephone number, email address, or mailing address provided on his

or her entry form. If a potential winner cannot be reached directly within seventy-two hours from the Drawing Date, the potential winner may be disqualified and an alternate potential winner may be selected in a second random drawing from among all the remaining eligible Entries. Administrator will notify the new potential winner(s) in the same manner as above, and if any of the second round of potential winner(s) cannot be reached directly within seventy-two hours from the second drawing date, the potential winner(s) will be disqualified and an alternate potential winner may, at Sponsor's sole discretion, be selected. If after two drawings, Sponsor still does not have all of the potential winners selected, Sponsor is not required to select any more potential winners.

5.2. To be declared a winner and to receive a Prize, a potential winner must sign and return to Sponsor within seventy-two hours of issuance: (a) an Affidavit of Eligibility and Release releasing Sponsor and its parents, subsidiaries, and affiliated companies from any and all liability arising from potential winner's participation in the Sweepstakes, including but not limited to, the acceptance, possession, or use of any Prize, and (b) except where prohibited by law, a publicity release. When such documentation is properly executed and returned to Sponsor, and potential winner is otherwise in compliance with these Official Rules, potential winner will be determined to be a Sweepstakes Winner ("Winner").

5.3. Any Winners must be twenty-one years of age or over.

5.4. No ineligible participants may win.

5.5. Sponsor reserves the right to disqualify any Winner and rescind any prize for any violation of these Official Rules or as required by state or federal law, rule, regulation, or other directive.

5.6. Odds of winning depend on number of eligible Entries received.

6. PRIZES

6.1. Five winners will receive one Coravin Model Three Wine Preservation System and a \$200.00 gift card (the "Prize"). Notwithstanding the foregoing, no wine or other alcoholic beverages are part of the Prize. The Approximate Retail Value ("ARV") of each prize is \$500.00. The combined ARV of all Prizes is \$2500.00. The ARVs are subject to change based on current market conditions at the time of Prize fulfillment. Any difference between the ARVs and the actual Prize values, if any, will not be awarded.

6.2. All expenses not specifically identified as included in the Prize are the sole responsibility of each respective Winner. All costs, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of each respective Winner.

6.3. Prizes must be accepted as they are described in these Official Rules and cannot be, in whole or in part, transferred to another person, substituted for another Prize, or exchanged for money, without the prior express written consent of Sponsor.

6.4. By participating in the Sweepstakes, Participants agree to the taking, use, and communication of their personal information by the Sponsor and/or its authorized agents in order to manage the Sweepstakes and Prizes. Except where prohibited by law, Participant

grants Sponsor a license to use Participant's name, photograph, likeness, statements, entry materials, biographical information, voice, and city and state address on a worldwide basis, and in all forms of media, in perpetuity, and without any notice, payment, or compensation.

6.5. All applicable taxes (including federal, state, and local taxes) on prizes are the respective Winners' responsibility. Winners will receive a 1099 Tax Form for fair market value of Prize.

6.6. Prizes are provided "as is." Participant acknowledges that Sponsor has neither made, nor is in any manner responsible for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prizes, including any express warranties provided by a Prize supplier that are sent along with the Prizes, and any implied warranty of merchantability, or fitness for a particular purpose.

7. DECLARATION OF SWEEPSTAKES, AUTHORIZATION, AND RELEASE REGARDING ENTRY

7.1. By submitting an Entry, Participant irrevocably grants Sponsor and its representatives all rights, title, and interest in the Entry including, but not limited to, copyright and trademark rights, which Participant holds or will hold in the Entry and to waive, for the benefit of Sponsor, any rights that the Participant holds or will hold in the Entry. This grant includes the unconditional, worldwide, and perpetual right by Sponsor, without compensation to Participant, to use the Entry for the purposes of this Sweepstakes or any other purpose (including but not limited to using, reproducing, disseminating, publishing, distributing, performing in public, and/or editing the Entry) including without limitation for broadcast in various media including Sponsor's websites, social media websites, web banners, or advertising material at points of sale for promoting Sponsor's products.

7.2. By submitting an Entry, Participant agrees to release, discharge, indemnify, defend, and hold harmless Sponsor, Administrator and each of its respective officers, directors, employees, representatives and agents from and against any claims, damages or liability whether arising in tort, contract, or otherwise, due to any actual or alleged injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

8. WAIVER AND LIMITATIONS OF LIABILITY

8.1. Participant acknowledges and agrees that Sponsor, its respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents, and any and all internet servers and access provider(s) are not responsible for: any incorrect or inaccurate Entry information; human error; technical malfunctions; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online system, computer equipment, server provider, or software, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes; inability to access the website; theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; transactions that are processed late or incorrectly or are incomplete or inaccurate or lost due to computer or electronic malfunction or traffic congestion on the internet or at any website; printing or human or other errors; and any Entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible or postage due, or any

combination thereof. Participants assume all risk with regard to the creation and submission of their Entries and the uploading to, downloading from, or otherwise accessing, transmitting or in any way using any website associated with this Sweepstakes, including but not limited to thewinepromotion.com. Sponsor specifically disclaims responsibility for any such damage or loss, including but not limited to viruses, spam, hacking, theft, bugs, or worms, and/or the loss or destruction of files.

8.2. Sponsor may prohibit a Participant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices (including, but not limited to, the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Participant or Sponsor representative, or has violated these Official Rules. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to tampering, unauthorized intervention, fraud or any other cause beyond the reasonable control of Sponsor which corrupt in any way or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and select a potential winner from those Entries received up to the cancellation/suspension date. ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PARTICIPANT ACKNOWLEDGES AND AGREES THAT SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8.3. IN NO EVENT SHALL SPONSOR, ITS AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS, NOR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES OR ANY PARTICIPANT'S PARTICIPATION, ATTEMPTED PARTICIPATION, ENTRY, USE OR MISUSE OF ANY PRIZE, OR OTHER ACTIVITIES IN CONNECTION WITH, OR ARISING OUT OF, THE SWEEPSTAKES.

9. RULES/WINNER'S LIST. To receive the name of the Winner(s) or an additional copy of these Official Rules, send a self-addressed, stamped envelope to: "Good Tidings & Great Finds" PA Sweepstakes" **PO Box 1976, Woodinville, WA 98072**. Please specify "Rules Request" or "Winners List Request" on the front of the envelope. The Winner(s) will be available beginning on January 4, 2021. Requests received after January 4, 2022 will not be honored.

10. SPONSOR. Ste. Michelle Wine Estates Ltd., 14111 NE 145th Street, Woodinville, WA 98072 is the Sponsor of the Sweepstakes.

11. ADMINISTRATOR. Promotional Security Group, LLC is the Administrator of the Sweepstakes.

12. GENERAL TERMS AND CONDITIONS

12.1. Website Access. Sponsor does not, in any way, guarantee that any internet site(s) associated with this Sweepstakes, including but not limited to www.enterpromo.com will be accessible or operational without interruption throughout the Sweepstakes Period or exempt from all errors.

12.2. Sponsor's Absolute Right to Terminate Sweepstakes. Sponsor reserves the right, in its sole discretion, to terminate, cancel, end, modify, or suspend, in whole or in part, the Sweepstakes for any or no reason. Participant shall have no recourse in such event nor shall such event diminish Sponsor's rights in their Entries.

12.3. Dispute Resolution. All disputes arising out of this Agreement or the parties' relationship hereunder shall be resolved by final and binding arbitration in Seattle, Washington in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration as provided herein shall be the exclusive remedy for all claims and disputes. Judgment upon any award rendered by the arbitrator(s) may be entered in any State or Federal court having jurisdiction thereof. The expenses of the arbitration shall be borne equally by the parties. Any Claim shall be arbitrated on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings, or otherwise.

12.4. Waiver. Failure by Sponsor to enforce or exercise any rights under the terms of these Official Rules shall not be deemed a waiver of such terms or of any rights.

12.5. Severability. If any provision of these Official Rules is declared or judged illegal, unenforceable, or void by a court of competent jurisdiction, the illegal, unenforceable, or void portion of the provision will be considered stricken from the Official Rules but the remainder of the Official Rules will continue in full force and effect within the limits permitted by law.