

Lose the Bottle Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Lose the Bottle (the "Promotion") consists of a contest (the "Contest") and a sweepstakes (the "Sweepstakes"). The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry and who did not purchase any equipment (including but not exclusive of camera equipment) for purposes of entering the Promotion. Officers, directors and employees of Constellation Brands, Inc. ("Sponsor"), its affiliates, subsidiaries, licensed alcoholic beverage retailers and wholesalers, and other alcoholic beverage licensees, ePrize, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Promotion or production or distribution of Promotion materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Sponsor: Constellation Brands, Inc., 207 High Point Drive, Building 100, Victor, NY 14564. **Administrator:** ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on July 15, 2013 at 12:00 a.m. Eastern Time ("ET"), ends on September 20, 2013 at 11:00 p.m. ET (the "Promotion Period"), and consists of two (2) entry periods (each an "Entry Period"), as outlined in the chart below.

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:00 p.m. ET)
Contest	July 15, 2013	September 15, 2013
Sweepstakes	July 15, 2013	September 20, 2013

Sponsor's computer is the official time-keeping device for the Promotion.

5. How to Enter:

- a. The Contest:** During the Contest Entry Period, you can enter by visiting www.blackboxwines/lose-the-bottle, www.blackboxwines/lose-the-bottle/mobile, or through the Lose the Bottle application on the Black Box Wines page on Facebook (www.facebook.com/blackboxwines). (For Facebook entries only: If you don't already "like" the Black Box Wines Page, you must first click on the "like" button in order to access the application (consumers using a mobile device to access the application are not required to "like" the page). You will be required to authorize Sponsor

to pull your profile information and other content in order to participate in the Promotion.) Follow the links and instructions to complete and submit the registration form, including your name and mailing address (P.O. Boxes not permitted) and submit one (1) short essay that discusses when, where, and/or why you chose to "Lose the Bottle" (the "Essay"). By completing the registration and submitting your Essay, you agree that your Essay conforms to the Essay Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Essay and disqualify you from the Promotion if it believes, in its sole discretion, that your Essay fails to conform to the Guidelines and Restrictions.

Essay Guidelines:

- The Essay must be in English and in text format;
- The Essay must not exceed one hundred-fifty (150) words in length; and
- The Essay cannot have been submitted previously in a promotion of any kind.

Content Restrictions:

- The Essay must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Essay must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Promotion;
- The Essay must not feature brand names or trademarks, other than the Sponsor's, which entrant has a limited license to use to incorporate into his/her Essay for this Promotion;
- The Essay must not contain text not created by entrant;
- The Essay must not contain text that is inappropriate, indecent, obscene, hateful, tortious, defamatory, or libelous;
- The Essay must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Essay must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Essay is created.

Limit: Each entrant may enter the Contest one (1) time during the Contest Entry Period. Essays received from any person or email address in excess of the stated limit will be void. Essays generated by script, macro or other automated means are void. Entrant must have permission from all individuals mentioned in the Essay (if any) to use their name and likeness in the Essay and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Submitting an Essay constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Essay in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees

to make use of the non-exclusive rights entrant is granting to use the Essay. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Essays, all of which will be void.

b. Special Offer: During the Contest Entry Period, the first one hundred (100) people to submit an eligible entry into the Contest (by no later than August 31, 2013) will receive a Lose the Bottle T-shirt (the "Offer"). Approximate Retail Value ("ARV"): \$15.73. Offer recipients must respond to Administrator's email with their requested T-shirt size within five (5) days of date notice or attempted notice is sent, or T-shirt size will be determined by Sponsor in its sole discretion. Sizes subject to availability. Limit: Each entrant may receive one (1) Offer. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) Offer by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's Offer and that entrant may be disqualified. The Offer will be fulfilled on or before September 15, 2013.

c. The Sweepstakes: Recipients of the Offer may enter the Sweepstakes by submitting a photo ("Photo") of themselves (and no other persons) wearing the Lose the Bottle T-shirt by email to the Sponsor. Sponsor will provide instructions on how to submit the Photo via email and in the packaging of the T-shirt. Photo is not required to include Black Box product packaging. Photos may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, Administrator or any other person or party affiliated with the Promotion, or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any entrant where it finds the Photo unlawful, or in violation of these Official Rules, all in its sole discretion. If the Photo meets these requirements and is submitted on or before September 20, 2013, recipient will receive one (1) entry into the Sweepstakes.

Limit: Each recipient of the Offer may receive one (1) entry into the Sweepstakes during the Sweepstakes Entry Period. Photos received from any person or email address in excess of the stated limit will be void. Photos generated by script, macro or other automated means are void. Submitting a Photo constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Photo in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Photo. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Photos, all of which will be void.

In the event of a dispute regarding any Essay or Photo, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an

Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winners may be required to show proof of being an authorized account holder.

6. Winner Determination: Winners will be determined via the processes set forth below.

a. Contest:

i. Voting: During the Contest Entry Period, the entrants' Submissions will be posted in an online gallery for public voting at www.facebook.com/blackboxwines. Persons who meet the eligibility criteria as set forth in Section 1 will be invited to vote for the Essay they believe has the most public appeal. The public voting for each Essay will be used to determine the Public Appeal score included within the judging described below. Limit: Each person may vote one (1) time per day during the Contest Entry Period. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any entrant or voter to obtain more than the stated number of votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the entrant's Essay and entrant may be disqualified as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to revise the Judging Criteria (listed below) to exclude the Public Appeal score should the voting as a whole appear to have been tampered with or manipulated in significant way.

ii. Judging Phase: After the Contest Entry Period, a panel of qualified judges determined by Sponsor in its sole discretion will score all eligible Submissions based on the following Judging Criteria:

- Fit to Theme (35%);
- Creativity/Originality (30%);
- Humor (25%); and
- Public Appeal (10%)

The entrant with the highest-scoring Essay will be deemed the potential Contest Prize winner. In the event of a tie, the entrant whose Essay received the highest score for Fit to Theme, as determined by the qualified judges, in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to not select a winner, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

b. Sweepstakes: Sponsor's decisions as to the administration and operation of the Sweepstakes and selection of the potential Sweepstakes winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries on

or around September 24, 2013 and will notify the potential winner by email at that time.

7. Winner Requirements: All potential winners must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Potential winners will be notified by email on or around September 24, 2013. If applicable, the potential Contest Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to execute and return the Declaration within the required time period or provide any other requested information (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that the potential Contest Prize winner is disqualified for any reason, an alternate winner will be determined by the Essay with the next highest score. If after three (3) attempts a Contest Prize winner is not confirmed, the Contest Prize will remain un-awarded. In the event that the potential Sweepstakes Prize winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, Essay and/or Photo, and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, Contest Prize winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Essay and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Essay for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Contest Prize Winner accepts and acknowledges that Sponsor shall not be obligated to use the Essay and that Sponsor in its sole discretion shall have the right to refrain from using the Essay. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winners will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 - 10 weeks after end of Promotion.

8. Prizes:

- a. **Contest:** ONE (1) CONTEST PRIZE: Prize value will be determined based on number of Contest entrants, with a maximum prize value of \$2,500, as outlined in the chart below.

Number of Contest Entrants	Prize (Awarded as a Check)
500	\$500
1,000	\$1,000
1,500	\$1,500
2,500	\$2,500

b. Sweepstakes: ONE (1) SWEEPSTAKES PRIZE: A \$500 check. Odds of winning the prize depend on the number of Offer recipients who enter during the Sweepstakes Entry Period.

For all prizes: Prizes do not include alcoholic beverages. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person.

9. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Facebook, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the

Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the 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, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <http://www.cbrands.com/privacy-policy> and to Administrator's Privacy Policy <http://www.eprize.com/privacy-policy>. You understand that you are providing your information to Sponsor and not to Facebook.

14. Winner List: For a winner list, visit <http://bit.ly/17TwCu>. The winner list will be posted after winners are confirmed.

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