

# Hangtime Wines "Kick Back & Relax" Contest - Official Rules

THERE IS NO PURCHASE NECESSARY TO ENTER OR TO WIN. PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE AT LEAST 21 YEARS OF AGE, AND WHO ARE REGISTERED MEMBERS OF THE PROMOTION SITE ON DATE OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1) PROGRAM DESCRIPTION: The Hangtime Wines "Kick Back & Relax" Contest (the "Promotion") is a Skill Contest. Participants can choose to enter the Contest by completing the Contest Registration form; submitting an essay (Minimum 30 words, 200 maximum word count) describing "how they kick back and relax"; and, uploading a good quality photo . Limit one (1) contest entry per person/email address during the course of the Contest Submission Period. There is no purchase necessary to enter or to win.

PROGRAM TIMING: The Promotion begins May 1, 2016, on or about 9:00:01 AM Pacific Standard Time ("PST"), and ends July 31, 2016, on or about 9:00:01 PM PST ("Promotion Period"). All dates and times below refer to PST. During the Promotion Period there are a series of contest related events which will start and end on or about the dates noted in the calendar below:

CONTEST EVENTS	STARTS	ENDS
Contest Submission Period	9:00:00 AM PT on 05/01/2016	9:00:00 AM PT on 07/31/2016
Public On-line Voting of Contest Finalists	9:00:00 AM PT on 05/01/2016	9:00:00 PM PT on 07/31/2016
Top 10 Finalists Notification & Clearance	On or about: 08/01/2016	On or about: 08/10/2016
Sponsor/Judges Selection of Contest Grand Prize Winner	9:00:00 AM PT on 08/10/2016	9:00:00 PM PT on 08/20/2016
Contest Grand Prize Winner Notification & Clearance	12:00:00 AM PT on 8/20/2016	11:59:59 PM PT on 8/31/2016

3) PROGRAM REGISTRATION/ENTRY: To register for the promotion, access the promotion website (the "Website") online at [www.hangtimewines.com/kickback](http://www.hangtimewines.com/kickback) during the Promotion Period. All entrants will be required to complete and submit a registration form upon Contest entry. To become a "registered user" complete all of the required fields on the Contest Registration form, including; First and Last Name, Address, City, State, Zip Code, Email Address, and Date of Birth. The entry form will require the Entrant to indicate that they have read, accept and agree to be bound by these Official Rules including that they (1) are at least twenty-one (21) years of age, (2) understand their Entry may appear online, and

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(3) have gained permission of anyone other than the Entrant who may appear in the Entry/Photo. The Sponsor in its sole discretion, reserves the right to request written proof of these permissions and in the event that the entrant is unable to produce the requested documents, the entry will be deemed disqualified.

Contest Entry Limitations: A Registered User for the Contest will obtain one (1) Contest Entry upon completion and submission of their Contest Essay and Photo Upload (as detailed in Section #5 below). Limit one (1) Contest Entry per person/email address during the entire Contest Submission Period noted below. A Contest Entry is made up of an essay upload ("Entry") which meet all of the requirements stated herein. Photo upload is also required for entry.

4) PROGRAM ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States, the District of Columbia and military personnel at all Federal Military Bases in the United States who are 21 years of age or older. Void where prohibited or restricted by law. Employees of Hangtime Wines ("Sponsor"), Folio Fine Wine Partners, advertising and promotional agencies involved in the promotion, including Kalik Lewin. (the "Administrator"), state alcohol beverage commissions, alcoholic beverage manufacturers, distributors, and retailers, and their respective parent companies, subsidiaries, and affiliates, and their immediate family members (spouse, parent, sibling, and children) or members of the same household of any of the foregoing are not eligible to participate. By entering, you agree to these Official Rules and the decisions of the judges, which are final and binding in all respects. All applicable federal, state, and local laws and regulations apply.

5) HOW TO SUBMIT YOUR ENTRY: At the Website, following the instructions provided (i) you must complete the full Contest Registration Form; (ii) in the space provided on the Entry form, write an essay of a minimum of 30 words and up to 200 words maximum, describing "how you relax and kick back"; (iii) upload a good quality photo that corresponds with your essay, (photo must be a .jpg, .jpeg, .gif, .png, or .bmp not exceeding 1 MB in size), and, (iv) click submit during the Contest Submission Period according to the essay and submission guidelines outlined in these Official Rules. Entrants will be required to indicate that they have read, accept, and agree to be bound by these Official Rules. Any entries not submitted in accordance with the instructions provided on the Contest Site (which shall be incorporated herein by reference) and the terms and conditions herewith, shall not be considered for the Contest and none of the Contest Parties shall bear any responsibility for any such incorrect/incomplete entries.

Essay and Photo Content Guidelines: Essay must be written in English, within the word count specified above. Incomplete or inaccurate Entries are void. By entering, Entrants acknowledge compliance with these Official Rules including all eligibility requirements. Entry must be Entrant's own original creation executed solely by Entrant, may not have won any previous award or been submitted in any other competition, and must be a previously unpublished and previously un-produced work. Entry must be in keeping with Sponsor's

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image and may not be obscene, indecent or otherwise offensive, as determined by judges or Sponsor at their sole discretion, nor can the essay or photo defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights, including but not limited to intellectual property rights, and the right to submit or use same shall not be restricted. Content cannot promote any activities that may appear unsafe or dangerous or violate any laws. Content cannot be obscene or offensive, or endorse any form of hate or hate group. Content cannot defame, misrepresent or contain disparaging remarks about any person or entity, including but not limited to the Sponsor or its affiliates, as determined in the sole discretion of the Sponsor. Content cannot contain any material that may, in the sole judgment of Sponsor, infringe on the intellectual property rights of any third party, including but not limited to, copyrights or trademarks owned by others. Content cannot advertise or promote any third party brand or product of any kind or contain any personal identification, including, but not limited to: license plate numbers, personal names, e-mail addresses, phone numbers, or street addresses. Content cannot contain materials embodying the names or other indicia of, or identifying any person, living or dead (other than yourself), unless appropriate permission and releases have been obtained for your use of such material in your essay. Content cannot communicate messages inconsistent with the messages, policies, and/or goodwill with which the Sponsor wishes to associate, as determined in the sole discretion of the Sponsor. Content cannot be in violation of any applicable federal, state, and/or local laws, rules, and regulations. Photo Technical Requirements: MUST be in .jpg, .jpeg, .gif, .png or .bmp format. MUST be no larger than 1 MB in file size. MUST be of satisfactory quality (i.e. , brightness, focus, etc. ), as determined by Judge's in their sole discretion. Any photo that is not of satisfactory quality may be rejected at Judge's sole discretion. Photo may include only individuals in the essay submitted and must have permission to use their likeness. Photo cannot be a professional photo shot. Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion, including the determination in its sole discretion that an Entry fails to satisfy any of the above Entry Content Guidelines, or is inconsistent with the goals, image, or policies of the Sponsor. Submission of an Entry grants Sponsor the right to use, publish, adapt, assign, edit, dispose of, and/or modify such Entry and the concepts embodied therein in any way, in commerce and in any and all media worldwide, without limitation or compensation to the Entrant who may be required to sign a release to that effect. Submission of an Entry further constitutes the Entrant's consent to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in and to the Entry and the concepts embodied therein. Such rights, title and interest shall include, but are not limited to, all intellectual property, sales and licensing rights. Entries become the sole property of the Sponsor and will not be returned or acknowledged. You understand that you are providing your information to the Sponsor and Kalik Lewin (the "Administrator"). The information you provide will only be used for the purpose of contacting potential winners. The Sponsor and the Administrator will not share this information with third parties (other than the Sponsor's or Administrator's prize fulfillment agent, if applicable) or use this information for marketing or promotional purposes unless Entrant has opted-in during the registration process to receive additional information (newsletters, promotional offerings, general updates) from Sponsor. Once the promotion has ended, all information supplied by entrants who opt not to receive additional information will be removed from the database.

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66) PUBLIC VOTING TO DETERMINE THE POTENTIAL FINALISTS: All Entries received during the Entry Submission Period will be moderated by the Sponsor to ensure compliance with these Official Rules before being posted for Public Voting. Sponsor, in its sole discretion, may reject, refuse, remove, delete and/or disqualify any Entry that is deemed inappropriate, ineligible or otherwise non-compliant with these Official Rules. All Entries that have been approved by the Sponsor will be posted for Public Voting on the Promotion Website. The Voting Period will run simultaneously with the Submission Period, beginning at May 1, 2016, on or about 9:00:01 AM Pacific Standard Time ("PST"), and ending July 31, 2016, on or about 9:00:01 PM PST ("Promotion Period"). Visitors to the website during the Voting Period will have the opportunity to vote for their favorite proposal Essay ("Entry"). Voters must follow instructions on website to submit their votes. Limit one (1) vote per person/email address for entire length of contest. Voters must be legal residents of the United States where eligible to participate and the District of Columbia and 21 years of age or older at the time of voting. Subsequent votes submitted by any Contest Site User in excess of stated daily maximum limitation will be void. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, voting by proxy for yourself or any other person, offering prizes, services or anything of value or other inducements to members of the public, as determined by the Sponsor and/or Administrator in their sole discretion. Use of these techniques, or of script, macro, or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void and, further, may lead to the disqualification of the applicable entry. Notwithstanding the above, the Contest Parties reserve the right, in their sole discretion, to choose an alternate Contest Winner and to replace the potential Contest Winner if they determine in their sole discretion, that the original entry does not adequately satisfy the Technical Requirements and/or the spirit of the Contest as set forth herein.

7) POTENTIAL FINALIST NOTIFICATION: At the conclusion of Public Voting the top twenty (20) Entries receiving the most votes, will be considered potential finalists ("Finalists"). Up to twenty (20) Potential Finalists will be notified via email, telephone, and/or U.S. mail on or about 08/01/2016. Becoming a Finalist is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. All Contest Finalists will be required to complete and sign an Affidavit of Eligibility and Liability Release, and, where legal, a Publicity Release, which must be returned via fax by 08/10/2016. If such documents are not returned within the stated time frame or are returned as undeliverable, the corresponding Finalist will be disqualified and an alternate Finalist will be determined based on the judging criteria and notified as per the procedures described above, time permitting.

8) GRAND PRIZE CONTEST JUDGING AND JUDGING CRITERIA: On or about 08/10/2016, Sponsor and judges ("Judging Panel") will select, in their sole discretion, the Grand Prize Winning (5) Entries. The Judging Panel will review Entries based on the following weighted judging criteria ("Judging Criteria") as follows:

- A. Appropriateness to Theme – (50% of total score)
- B. Creativity & Originality - Creativity & Originality in essay response (35% of total score)
- C. Clear Expression of Ideas - (15% of total score)

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Based on the Judging Criteria, the Judging Panel will determine the top scoring Eligible Entry Submission, which will be known as "Potential Grand Prize Winner". In the event of a tie, all tied Entries will be re-judged by an additional judge selected by the Sponsor who will break the tie using the Judging Criteria. The Sponsor's decisions are final and binding in all matters relating to the Contest.

9) GRAND PRIZE WINNERS NOTIFICATION PROCESS: The five (5) winners will be notified by e-mail and/or U.S. Mail and may be required to execute and return an Affidavit of Eligibility and Liability Release and where legal, Publicity Release, within five (5) days following issuance of notification. Non-compliance within this time period or return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate Winner (time permitting). If in the Sponsor's sole discretion, it is determined that any entry has not complied with these Official Rules; Sponsor is unable to contact a selected entrant within a reasonable time period; a selected entrant has failed to properly execute and return any required documents within the specified time period; or has made false statements or notification is returned as undeliverable; then such entry will be disqualified. If any entrant is disqualified for any reason, at Sponsor's discretion, a runner-up may be selected and/or issued the applicable prize (time permitting). Sponsor's decisions are final and binding on all matters. Should a potential Prize winner decide to decline the prize for any reason whatsoever, Sponsor shall have no further obligation to that potential winner, and an alternate potential winner will be selected, time permitting.

10) PRIZE AND PRIZE RESTRICTIONS: 5 winners will each receive (1) stand-alone hammock (inclusive of stand) value not to exceed a total ARV \$1,000. Grand prize redemption is August 2016. Actual value of prize may vary. Any applicable taxes on a prize or expenses not listed herein are the sole responsibility of the Winner. Grand Prize winner will be issued an IRS Tax Form 1099 stating the value of the prize for 2016 tax filing purposes. All shipping arrangements will be made by the Sponsor at their sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if entire prize or a portion of the advertised prize is unavailable for any reason. No barter, transfer, or assignment of any prize permitted, except by Sponsor at its sole discretion. Additional restrictions may apply and all terms and conditions of the prizes offered will be furnished at the time of prize notification and/or award. Prize will be awarded provided a sufficient number of qualified eligible entries are received. Sponsor, Administrator and their parents, affiliates, subsidiaries, officers, directors, employees, agents and representatives disclaim any and all representations and warranties, express or implied, in fact or in law, in connection with the prize. By claiming a prize, winner agrees to assume all risks associated with acceptance of any prize and agrees that the prize is awarded upon the condition that each of the Contest Entities will have no liability whatsoever for any injuries, losses, death, damage to or loss of property, or other damages of any kind caused by the prize or resulting from acceptance, possession, or use/misuse of the prize or from winner's participation in the Contest. Any documents awarded to the prize winner become the responsibility of the Winner upon possession of same and will not be replaced.

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11) GENERAL CONDITIONS: Entrants agree to be bound by the terms of these Official Rules. "Released Parties" (as defined below) assume no responsibility for lost, late, illegible, garbled or misdirected entry materials, or for any computer, online, telephone, human, or other error or for any technical or other malfunctions that may occur. No mechanically reproduced, illegible, incoherent, unusable, or incomplete entries will be accepted. Proof of e-mailing or submission does not constitute proof of delivery. All information is collected in the United States of America. Released Parties are not responsible for typographical errors or any other errors in entries submitted. Entries not complying with all rules are subject to disqualification. By entering, participants release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotions agencies, prize suppliers, and all of their employees, officers, directors, shareholder's and agents (collectively, "Released Parties") from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this Promotion, the use of any entry, or the acceptance or use of any prize won. By submitting an Entry, each Entrant represents and warrants that it is wholly original to her/him, she/he owns all right, title and interest in and to the Entry, that she/he has committed no fraud or deception in connection with such Entry, and that she/he has the sole and exclusive right to grant, transfer and assign all rights in and to such entry to the Sponsor. In exchange for the opportunity to participate in the Promotion, and without any further compensation, each Entrant assigns all rights, title and interest in and to the Entry, including, without limitation, any and all copyrights and moral rights therein to the Sponsor and acknowledges and agrees that, upon submission of the Entry, the Entrant has no further right to the Entry and Sponsor and its assignees shall have the perpetual, royalty-free, worldwide and irrevocable right to use, alter, edit, copy, reproduce, publish, disclose, display, distribute, prepare derivative works from, perform, exhibit, or otherwise exploit (each, without limitation, a "Use") such Entry, or otherwise assign or transfer such rights, in whole or in part, whether in connection with the Promotion or not, in any form, media or technology, now known or hereafter developed, including, without limitation, in promotional or other publications, broadcast or cable television, radio, mobile or other wireless transmission, satellite transmission, and the Internet, for any purpose whatsoever, including, without limitation, advertising, promotion, marketing, publicity, or any other purpose sponsored by any of them and/or their respective agents, affiliates, and/or subsidiaries without any payment to, or authorization by, the Entrant. Without limitation of the foregoing, each Entrant further assigns to the Sponsor all rights in and to such Entry and any claim of copyright, mark, dress, or other intellectual property or other rights, royalties, commission or any payment whatsoever in connection with the Use of such Entry; and agrees, without compensation, to permit Sponsor and its assignees to Use her/his name, state of residence, likeness and any and all other information ("Other Information") accompanying such entry or provided to Sponsor after submission of such entry, to the extent permitted by law. Each Entrant agrees to indemnify and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of any breach of the foregoing representations or Use of such entry and/or Other Information. To the extent that any Other Information may be subject to protection under copyright, mark, dress, or other intellectual laws or rights, by providing such Other Information each Entrant represents and warrants that such Other Information is original to her/him, that she/he has committed no fraud or

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deception in connection with such Other Information, and that she/he have the right to and does hereby assign all rights in and to such other Information to the Sponsor. No Entrants will receive any compensation or credit for use of Entries, other than that disclosed in these rules. By entering this Promotion, each Entrant further agrees that (i) Entrant may not use or permit others to use the Entry without obtaining the prior written approval of Sponsor; (ii) Entrant will execute such further documents and instruments and take any further acts as the Sponsor may reasonably request in order to effectuate these terms. The Sponsor may license and assign to one or more third parties any and/or all of the rights (in whole and/or in part) granted to hereunder, and (iii) in no event will the Entrant have the right to terminate or rescind the grant of rights as set forth herein or to enjoin the distribution, advertising or exploitation of the Entry or any other Information and/or any works based thereon or derived there from. Without limitation of the foregoing, the Entrant agrees, on the Entrant's behalf and on behalf of the Entrant's heirs, executors, administrators and assigns, not to institute, support, maintain or permit directly or indirectly any litigation or proceedings instituted or maintained on the ground that any Released Parties' (or its designees') exercise of the rights granted hereunder in any way constitutes an infringement or violation of any rental or lending right.

12) INTERNET: The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly (as solely determined by Sponsor) is prohibited. If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, uploads of malicious files or viruses, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion, to disqualify any entry or any individual who tampers with the entry or voting process, and to cancel, terminate, modify or suspend the Promotion and select winners using all eligible, non-suspect entries and/or votes received as of the date of termination. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

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13) JURISDICTION: The promotion is governed by the state of California in the United States of America. All disputes, claims and causes of action arising out of or related to this contest shall be resolved in the Superior Court of Napa County, California or the U.S. District Court of San Francisco, California.

14) PERSONAL INFORMATION: The personal information collected through this Contest is subject to Sponsor's privacy policy, a complete copy of which may be found at <http://www.hangtimewines.com/privacy-policy>. Any personal information handled by an agency or vendor of Sponsor, will be done solely on behalf of Sponsor and all such information shall be handled in conformity with Sponsor's privacy policy. Kalik Lewin has been contracted as an independent third party administrator. The entry information is shared with Kalik Lewin for the sole purpose of the selection, notification, and the fulfillment of the prize.

15) WINNERS LIST & RULES: To receive a copy of the Winners List, available after 8/15/16, mail a self addressed stamped envelope (S.A.S.E. ) for receipt by 8/15/16 to: Hangtime "Kick Back & Relax" Contest Winner, c/o Folio Fine Wine Partners, 550 Gateway Drive, Suite #220, Napa, CA, 94588. Winner's name will not be released until winner has claimed the prize according to the terms of these Official Rules. To receive a copy of the full Official Rules send a S.A.S.E. by 8/15/16 to: Hangtime "Kick Back & Relax" Contest Official Rules, c/o Folio Fine Wine Partners, 550 Gateway Drive, Suite #220, Napa, CA, 94588. Official Rules are also available at [www.hangtimewines.com/kickback](http://www.hangtimewines.com/kickback). Vermont residents may omit return postage.

16) SPONSOR: The Sponsor of this Promotion is Hangtime Wines, 550 Gateway Drive, Suite #220, Napa, CA, 94588. The Promotion Administrator is Kalik Lewin, 5335 Wisconsin Avenue NW, Suite 440, Washington, DC 20015. The information you provide will only be used as per the sponsor's Privacy Policy <http://www.hangtimewines.com/privacy-policy>.

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