

Nakedwines.com

“We’re Giving Wine Away, Want Some?”

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The “Nakedwines.com We're Giving Wine Away, Want Some?” Sweepstakes (the “Sweepstakes”) begins at 12:00:01 PM Eastern Time (“ET”) on March 10, 2013, and ends at 11:59:59 PM ET on May 15, 2013 (the “Promotion Period”).

ELIGIBILITY: To participate in this Sweepstakes, you must be a legal resident of the United States or the District of Columbia (excluding ND, TN, UT and VT) and be at least 21 years of age at time of entry. Employees of Nakedwines.com, its alcoholic beverage distributors and retailers, Facebook, Inc., their affiliates, subsidiaries, advertising and promotion agencies, vendors, and immediate family (defined as spouse, IRS dependent, or biological, adoptive or step- mother, father, sister, brother, daughter or son, and each of their respective spouses) of, or who reside in the same household as, any person in any of the preceding categories, are not eligible to participate.

HOW TO ENTER: To enter the Sweepstakes, visit www.facebook.com/nakedwinesdotcom (the “Website”), go to the Sweepstakes tab, complete the online entry form in its entirety, and submit (the “Entry”). Entries will not be acknowledged or returned. All entries must be received by 11:59:59 PM ET on the last day of each month during the Promotion Period to be eligible for that month’s prize.

SWEEPSTAKES ENTRY CRITERIA: Each Entry must meet the following content restrictions:

- The Entry 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 or trademark infringement;
- The Entry must not contain trademarked logos of brands other than Sponsor’s, political affiliations, the armed forces or any other country’s flag, seal, coat of arms or other insignia;
- The Entry must not contain nudity, sexually explicit content, violence or material that Sponsor determines in its sole discretion is inappropriate, indecent, obscene, abusive, hateful, tortuous, defamatory, slanderous, libelous or offensive;
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Entry is created.

For all Entries: By submitting an Entry, you warrant and represent that: (a) it is your original work and has been legally created; (b) it has not been previously published or distributed in any media; (c) it has not been entered in or won previous Sweepstakes or awards; (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (e) that you have obtained written permission from any person whose name or likeness is used in the Entry (the "Participant") and that any Participants are at least 21 years of age. Participants must transfer all rights for usage to the Sponsor if and as requested; (f) you own all rights to your Entry, including without limitation, copyrights, and, that you have received prior written permission from the photographer if the Essay was written by someone other than the entrant him/herself; (g) publication of the Entry via various media including Web posting, will not infringe on any third party rights; and (h) you will indemnify and hold harmless the Sponsor, Facebook, Inc., and related entities or agents from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, your Entry, or your conduct in creating your Entry or otherwise in connection with this Sweepstakes. Sponsor reserves the right to remove, reject or disqualify (along with the Participants who submitted them) any Entry which, in its opinion or the opinion of the judges, violate any of these Official Rules or are otherwise inappropriate.

GRAND PRIZES: There are five-hundred (500) Grand Prizes available to be won of Nakedwines.com We're Giving Wine Away, Want Some?. Each prize includes: one (1) Nakedwines.com \$40 gift card. The Approximate Retail Value (the "ARV") of the Grand Prize is \$40.

- The first 500 entries at the end of the promotion period will be the official winners.

In the event of a tie, the tied Entries will be judged by an additional judge appointed by Sponsor who will serve as a tie-breaker. One (1) potential Grand Prize winner will be notified within ten (10) days of the winner determination via e-mail and via Facebook at the address provided upon registration and may be confirmed in writing via US mail or other form of home delivery. Potential Grand Prize winners may be required to sign an Affidavit of Eligibility, Liability Release, and, where allowable, a Publicity Release to be returned within **fourteen (14) days** of initial notification, or prize award will be void and the next highest scoring entrant notified. Any winner notification or prize returned to Sponsor as undeliverable, or the determination that a potential winner (as applicable) is not eligible to receive a prize may result in disqualification and the next highest scoring entrant notified. All prizes will be awarded within 4-6 weeks of receipt and verification of winner's Affidavit.

TERMS AND CONDITIONS: No substitution, assignment, or transfer of prize permitted except that Sponsor reserves the right to substitute a prize or prize component of equal or greater value in the event that an offered prize is unavailable. This Sweepstakes is subject to all applicable federal, state, and local laws. All federal, state, or other tax liabilities, if applicable, are the sole responsibility of the prizewinner. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, judging agency (Nakedwines.com Archangels), and Independent Sweepstakes Administrator, and waive any right to claim ambiguity in regard to the Sweepstakes mechanics, and/or the interpretation of these Official Rules. All entrants, and any selected winners, agree to release, discharge, indemnify and hold harmless the Sponsor, Facebook, Inc., any vendors/prize providers that may be associated with this promotion, and the respective officers and employees of these entities, from and against any claims, damages or liability due to any injuries, damages or losses to any person or property of any kind resulting in whole or in any part, directly or indirectly, from participation in this promotion or the receipt and/or use of any prizes won.

All Entries become the property of the Sponsor. Entries will not be acknowledged or returned. By submitting an Entry, entrants and all Participants agree that Sponsor has the unrestricted right to use any Entry in whole or in part, commercially or non-commercially, in all forms of media known or unknown, in perpetuity, worldwide, including the right to publish and display the Entry for advertising and publicity, and to edit and make derivative works, without notice or compensation, except where prohibited.

LIMITATIONS OF LIABILITY: Sponsor is not responsible for lost, late, incomplete, misaddressed, or otherwise misdirected Entries that are processed late or incorrectly or are lost due to computer or electronic malfunction or other error. By submitting an Entry, entrants have irrevocably granted Sponsor the royalty-free right throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the Entry in whatever media, including without limitation edit, rearrange, and/or copy the Entry for use in the advertising and promotion of Sponsor's products without further permission, consideration or payment to the entrant, except where prohibited by law. Sponsor, Facebook, Inc., their affiliate companies, parents, subsidiaries, officers, directors, and agents are not responsible for any incorrect or inaccurate information, including, without limitation, that caused by Web site users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions in the Sweepstakes.

PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

INTERNET: If for any reason the Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. The Sponsor assumes 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. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to 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 participating in this Sweepstakes or downloading any materials in the Sweepstakes. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. The Website's database clock will be the official timekeeper for this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GREATER OUTDOORS PROJECT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE 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. In the event of a dispute as to the identity or eligibility of any Entry based on an E-mail address, the Entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at time of Entry. "Authorized Account Holder" is defined as the natural person, 21 years of age or older, who is assigned to an E-mail address by an Internet access provider, online service provider or other organization (e.g., business, education institution, etc.) that is responsible for assigning E-mail addresses for the domain associated with the submitted e-mail address. Use of automated devices is not valid for entry.

RULES REQUEST: For a complete copy of the Official Rules send a self-addressed stamped envelope, to be received by 01/31/13, to: Nakedwines.com "Nakedwines.com We're Giving Wine Away, Want Some?" Sweepstakes Official Rules Request, 1141 First St., Napa, CA, 94559.

WINNERS LIST: For confirmation of the winner's name and city of residence, visit www.facebook.com/NakedWinesdotcom or send a self-addressed stamped envelope, to be received by 02/20/13, to: Nakedwines.com "Nakedwines.com We're Giving Wine Away, Want Some?" Sweepstakes Winners List Request, 1141 First St., Napa, CA, 94559.

SPONSOR: Nakedwines.com, Inc., 1141 First St., Napa, CA 94559.

VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, MILITARY INSTALLATIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.

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