

“GNARLY HEAD RIBS RECIPE CONTEST” 2017 - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. This Contest is sponsored by Gnarly Head Wines, 12001 S. Highway 99, Manteca, CA 95336 (the "Sponsor").

1. **ELIGIBILITY.** Contest participation is open only to legal residents of the 50 United States and the District of Columbia (except Utah and where prohibited or restricted by law), 21 years of age or older at the time of entry. The “Gnarly Head Ribs Recipe” Contest (“Contest”) begins 12:01AM Standard Time (“PST”) on May 1, 2017 and ends 11:59PM PST on August 31, 2017 (“Entry Period”). All submissions must be received by 11:59PM PST on August 31, 2017. All entries become the property of Sponsor and will not be acknowledged or returned.

The following individuals are not eligible: employees, contractors, directors and officers of Gnarly Head Wines and each of its respective parent, affiliates, subsidiaries and web-design, advertising and promotion agencies, fulfillment, judging or other agency involved in the administration, development, fulfillment and execution of this Contest (collectively, “Parties”), and the immediate family members (parent, spouse, sibling, child, and their respective spouses or “step” of each, regardless of where they reside) and those living in their same households whether or not related. Licensed distributors or retailers of alcoholic beverages, and their employees, are not eligible. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who, within the past six (6) months, performed services for Sponsor, Agency or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize, and/or their respective parent, affiliates, subsidiaries, and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. “Household members” shall mean people who share the same residence at least three months a year.

This Contest is in no way sponsored, endorsed, administered by, or associated with the social media where content may be posted or shared (Facebook, Instagram, Twitter, etc., collectively “Social Media”).

2. TO ENTER.

ONLINE

I. FIRST REGISTER ONLINE: Limit of one (1) registration per person or email address (“Entrant”) during the Entry Period. If you try to register more than one (1) time using different email addresses only the first registration will be accepted. Entrants must be the authorized account holder of the email account from which the entry is made.

a) Complete and submit the online entry form found at: www.grillinggnarlystyle.com (the “Website”) and upload your pork ribs recipe, image (optional), and suggested Gnarly Head Wine pairing (“Entry”). Entrant must complete all fields in the online entry form or Entry will not be accepted. If you do not have a computer or other device to access the Internet, many public libraries offer free access to computers and the Internet.

Recipe Specifications:

- Submission may not refer to any company/brand or food or beverage brands other than Gnarly Head.
- Recipe must be for pork ribs and must be entirely original and created by you.
- Each recipe must include readily available ingredients and use standard, unabbreviated U.S. measurements, (i.e., cups, tablespoons, teaspoons, ounces, or pounds), specific amounts for each ingredient (i.e., pounds of ribs, teaspoons of salt and pepper; do not say “to taste” for any ingredient, but list exact amount so reviewers can judge how the ribs will taste).

b) Or, you can enter the Contest by connecting with Facebook by clicking on the Facebook icon and accepting the permissions of the Facebook app (no installation will be required) and uploading your pork ribs recipe, image, and suggested Gnarly Head Wine pairing. If the app is not accepted, Entrant will not have completed

the process for a valid Entry. Entrant must complete all fields in the online entry form or Entry will not be accepted. You must be a member of Facebook to enter using your Facebook Login; there is no fee to become a member. Your participation on Facebook must comply with the Terms and Conditions posted on www.Facebook.com. You are providing your entry information to Sponsor and not to Facebook.

Each Entrant may enter only one (1) Entry during the Entry Period. Entrant agrees to comply with these Official Rules. The Contest and all content thereof is intended only for those who are of legal drinking age or older. Entrant should not share content with those who do not meet legal drinking age requirements. Entries become the property of Sponsor and will not be returned or acknowledged except as may be provided herein. By submitting an Entry, Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entry, including but not limited to, the right to use Entrant's Likeness, and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant expressly waives any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Entry, and agrees not to sue or assert any claim against the Sponsor for the use of the Entry or Entrant's Likeness or statements.

TEXT

Enter using your SMS-enabled mobile phone to text "RIBS" to shortcode 24587. You will receive a reply text message with a link to www.grillinggnarlystyle.com containing the official entry form. Entrant must complete all fields in the online entry form, including uploading your pork ribs recipe, image, and Gnarly Head Wine paring, or Entry will not be accepted. Entrant must confirm they are 21 years of age or older. Limit one entry per person or email address per duration of the Entry 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 Entrant must be the authorized account holder of the account from which the Entry is submitted.

By participating in the Contest, Entrant agrees that Sponsor shall have the right to use all personal information provided to Sponsor in accordance with the privacy policy found at www.grillinggnarlystyle.com. At the time of entry, Entrants might be given the opportunity to opt-in to receive further communications from Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning.

- 3. GENERAL CONDITIONS.** By participating, Entrants accept and agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Entrant irrevocably grant Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entry, including, but not limited to, the right to use Entrant's Likeness, and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant expressly waives any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Entry, and agrees not to sue or assert any claim against the Sponsor for the use of the Entry or Entrant's Likeness or statements.

Entrant agrees to indemnify and hold Sponsor, its agencies and Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's Entry, or the Entrant's conduct in creating an Entry or otherwise in connection with this

Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to forever release and discharge Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements, characters or ideas contained in any Entry.

If for any reason the Contest cannot run as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify and/or suspend the Contest and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive manner. Any attempt by an Entrant to deliberately damage any website involved in the Contest or to undermine the legitimate operation of the Contest may be in violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages, including attorneys' fees, from any such Entrant to the fullest extent of the law, including criminal prosecution. No responsibility is assumed by Sponsor 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 or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or on any website or any combination thereof, including any injury or damage to participant's or any other person's computer related to, or resulting from, participation in or downloading any materials from this Contest. By participating in this Contest, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the prizes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the entry mechanism, to be violating these Official Rules or to be acting in a disruptive manner.

Contest is subject to all applicable federal, state, and local laws and regulations. By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters relating to this Contest.

4. **PRIZES.** There will be a total of one (1) Grand Prize for the Contest. Grand-Prize winner will receive \$5,000 in the form of a check. Approximate Retail Value ("ARV") of prize is \$5,000. Alcohol is not part of the prize.

No substitution or cash equivalent of prize is permitted except at Sponsor's sole discretion. Winner is responsible for any and all federal, state and local taxes or assessments and any person winning over \$600.00 in prizes will receive an IRS Form W-9 from Sponsor for the calendar year in which the prize is awarded. Odds of winning depend on the number of eligible entries received. Winner and guest must both be 21 years of age or older.

5. **WINNER SELECTION.** On or around September 13th, 2017 Entries will be judged by an independent third-party judge ("Judge") who will evaluate each Entry using the judging criteria (the "Criteria") below. The top three (3) scoring recipes will then be prepared by the independent Judge who will select a winner using the Criteria. On or around September 15th, 2017, the Judge will select the winner. In the event of a tie, the tie will be broken based on the highest score in the first judging criteria (Recipe Originality), continuing thereafter to each judging criteria in order (Taste Appeal, Wine Pairing, Simplicity), as needed to break the tie.

Judging Criteria:

- Recipe Originality (25%): Is your recipe unique and one-of-a-kind?
- Taste Appeal (25%): Does the recipe appeal to taste?
- Wine Pairing (25%): Does the recipe complement a particular Gnarly Head wine?
- Simplicity (25%): Could anyone easily create the dish by following the recipe?

The Judge's selection of the winner and the interpretation of these rules and regulations will be final. Winner will be notified by telephone and/or email. Winners will have 72 hours from time of initial notification to respond. If winner does not respond within the 72 hours or an email notification is undeliverable after up to three (3) attempts, a new winner may be selected. Winner will be required to sign and return an Affidavit of Eligibility, Acceptance of Conditions, and Liability/Publicity Release (where allowed by law) within three (3) calendar days. If potential winners do not return fully executed paperwork within three (3) calendar days, winner may be disqualified and an alternate winner may be selected. Personally identifiable information received will be used only to verify eligibility and award prizes.

In the event of dispute concerning the identity of an entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the email account. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the control of the Sponsor. Return of any prize notification as "undeliverable" will result in disqualification. If for any reason any prize is not claimed or a winner is disqualified, the prize will be forfeited and an alternate winner will be selected from among all eligible entries received during the Entry Period.

6. **HOLD HARMLESS.** Contest is provided "as is". Winner and Entrants agree that the Contest Parties shall not be responsible or liable for, and each winner and Entrant agrees to release and hold harmless the Contest Parties from losses, damages, or injuries of any kind to person, including personal injury or death, or property resulting from participating in the Contest or Contest-related activity, including, but not limited to, the acceptance/possession and/or use or misuse of any prize or any injury or damage to Entrant's or third person's property related to or resulting from any prize or any part of the Contest. By participating in the Contest, Entrants agree that the Contest Parties will have no liability whatsoever for, and that Entrant shall hold the Contest Parties harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of the prize awarded hereunder.

Without limiting the foregoing, everything regarding the Contest, including any websites used in connection therewith and any prize awarded hereunder, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed by the Contest Parties.

7. **LIMITATIONS OF LIABILITY AND RELEASE.** No liability or responsibility is assumed by Sponsor or Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. Sponsor and the Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Website or the download of any information from the Website. By participating in the Contest, the Entrant forever releases and discharges Sponsor and Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, Winner agrees that the Sponsor and Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. Sponsor and Parties are not liable in the event that any portion of the Contest is cancelled due to weather,

fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant, Sponsor and the Indemnitees in connection with the Contest shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA. All claims, judgments and awards on behalf of Entrant will be limited to lesser of actual out-of-pocket costs incurred or two hundred fifty dollars (\$250). Attorneys' fees will not be awarded or available to Entrant, even if Entrant proves to be a prevailing party. ENTRANT ACKNOWLEDGES AND AGREES THAT HE OR SHE HEREBY WAIVES AND RELEASES ANY RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION OR PARTICIPATE IN THE SAME.

8. **RULES REQUESTS/NAMES OF WINNERS.** For a copy of the Official Rules, send a self-addressed stamped envelope to: Delicato Contest c/o "Gnarly Head Ribs Recipe", PO Box 280267, Nashville, TN 37228 (return postage may be omitted where prohibited). Requests received after September 30, 2017 will not be honored. For a list of the winner, available after October 15, 2017, send a self-addressed stamped envelope to: Delicato Contest c/o "Gnarly Head Ribs Recipe", PO Box 280267, Nashville, TN 37228 (return postage may be omitted where prohibited). Requests received after November 30, 2017 will not be honored.
9. **ADMINISTRATOR.** Contest administrator is Southern Made, LLC, 609 Garfield Street, Nashville, TN 37208.