

Trattore Farms and Winery
VINEYARD ESCAPE GIVEAWAY #1
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT, OR ACCEPTANCE OF A PRODUCT OFFER, WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THIS PROMOTION IS VALID ONLY IN THE 50 UNITED STATES AND THE DISTRICT OF. VOID IN PUERTO RICO, US TERRITORIES & WHERE PROHIBITED BY LAW.

BY ENTERING OR OTHERWISE PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. THIS CONTRACT REQUIRES YOU TO INDEMNIFY AND TO RELEASE ALL CLAIMS AGAINST THE PROMOTION ENTITIES (AS DEFINED BELOW). BY ENTERING THE SWEEPSTAKES, YOU ARE AGREEING TO MANDATORY, BINDING ARBITRATION WITH NO CLASS RELIEF, AND TO A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING ANY DAMAGES THAT YOU MAY RECOVER.

1. **ELIGIBILITY:** The Trattore Farms and Winery Vineyard Escape Giveaway #1 (the "Promotion") is open only to legal residents of the **50 United States and The District of Columbia**, who are the legal age of majority in their jurisdiction of residence (19 in AL and NE, 21 in MS, and 18 in all remaining states and The District of Columbia). Employees of Twin Ridge Estates, LLC dba Trattore Farms and Winery (the "Sponsor"), their affiliates, subsidiaries, advertising, promotion partners and internet agencies, and each of their respective officers, directors, and agents (collectively "Promotion Entities") and their immediate family members (spouse, parent, child, sibling, and grandparent) and/or those living in the same household of each are not eligible. Promotion is void in Puerto Rico, US Territories, and where prohibited. All federal, state, provincial and local laws and regulations apply. By participating in the Promotion, entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **PROMOTION PERIOD:** The Promotion begins at 12:00:00 AM Pacific Standard Time ("PST") on April 18, 2024 and ends at 11:59:59 PM PST on April 30, 2024 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Promotion.
3. **TWO WAYS TO ENTER:**
 - A. **ENTRY VIA AN ONLINE PURCHASE (Entrant's online consent to participate in the Promotion is required to enter via an online purchase.):** Internet access required*. During the Promotion Period, eligible entrants will receive one (1) entry for every \$1 spent on eligible purchases of **Trattore Farms and Winery product items** made online at **www.trattorefarms.com** and **shop.trattorefarms.com** (the "Website"). The number of entries you receive will be based on the subtotal of your eligible purchase (excludes sales tax and shipping charges) and will be rounded up to the next \$1 dollar increment. If a purchase is returned prior to the drawing, entry/ies associated with that purchase will be voided. All purchases are subject to Sponsor's return policy. Your purchase transaction must be received by 11:59:59 PM PST on April 30, 2024 to receive entries via a purchase in this Promotion. No limit on the number of entries received with a purchase and entrant's consent. During the Promotion Period, entrant will also have the opportunity to opt-in to receive further email communications from the Sponsor. Entrants are not required to opt-in for this service to participate in this Promotion and opting-in will not increase your chances of winning. If an Entrant chooses to opt-in, the entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products, which entrant can unsubscribe from at any time.

*Normal internet access, phone, and usage charges imposed by your online or phone service may apply. ***If you are entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.***

- B. **NO PURCHASE REQUIRED MAIL-IN METHOD OF ENTRY:** To receive ten (10) entries without making any kind of

purchase or payment, on a plain piece of 3"x5" paper, hand print your complete first and last name, street address, city, state, zip code, date of birth (mm/dd/yyyy), e-mail address plus daytime telephone number including area code. Mail your entry in a #10 business-size envelope with first-class postage affixed to: **Vineyard Escape Giveaway #1, 7878 Dry Creek Rd, Geyserville, CA**. Your outer-mailing envelope must include a valid return address, which includes a complete first and last name. Mailed entries received without a verifiable and legible return address will be deemed incomplete and invalid. Limit one entry per outer-mailing envelope. Bulk shipments (multiple entries in one shipping package) will not be accepted. Mail-in entry, including outer-mailing envelope must be handwritten. No mechanically reproduced entries or metered mail permitted. **Entries that are postmarked by the promotion end date, April 30, 2024** and received by May 5, 2024 will be eligible for the drawing.** **In the event a postmark date falls on a Sunday or federal holiday, the mail-in entry must be postmarked on the following business day. Each mail-in entry will count as ten (10) entries, provided that the mail-in entry complies with the above requirements.

Mail-in entries that are not in the format specified above, that are illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise will be considered null and void. Not responsible for lost, late, illegible, mutilated, misdirected, postage-due entries or entries not received by the deadline. All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into; requests for confirmation of receipt of mail-in entries will not be acknowledged.

4. **RANDOM DRAWING:** A random drawing to select one (1) winner will be conducted on or about **May 7, 2024** from among all eligible purchase and non-purchase mail-in entries received. The random drawing will be conducted by the Sponsor using a provably fair random number generator. Odds of winning a prize will depend solely on the number of eligible entries received. Many will enter, but only one (1) potential Winner will be randomly selected. No guarantee to win, and chance of winning is dependent on the total number of eligible purchase and mail-in entries received during the Promotion Period.
5. **WINNER NOTIFICATION:** The potential winner will be contacted by email and/or phone by the Sponsor and will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, and where lawful, a Publicity Release along with a copy of his/her valid driver's license and will be required to complete a W-9 Tax form (collectively "Documents"). All completed Documents must be returned within 3 days (including Saturdays, Sundays, and Holidays) of attempted delivery of same. Failure to return required Documents or respond to a notification within the time specified or return of any prize notification as undeliverable will result in disqualification without further notice and an alternate winner will be selected. In the event a potential winner is deemed ineligible, fails to comply with the Official Rules or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate winner will be selected. Prize award is contingent on eligibility verification and potential winner completing and returning all required Documents. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings, or if they fail to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award any or all of the prize(s).

SCAM ALERT - Protect yourself from scams. If you are selected as a potential winner in one of our Promotions, we will contact you via the phone number and/or the email address you provided to the Sponsor on your order/mail-in entry form. You will **NEVER** be asked to provide a credit card, bank information or a payment of any kind as a condition of a prize award. Those are sure signs of Promotion scams. We do **NOT** use social media to contact winner of the Promotion. Prize winnings must be reported to the IRS when filing your tax returns, and any federal or state income taxes would need to be paid by you directly to the IRS. For more information, visit [Scam Alerts | FTC Consumer Information](#).

6. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"), PRIZE VALUE STATED IN U.S. DOLLARS (USD):** One (1) Grand Prize – a two-night stay in one of our Vineyard Guest Houses, valued at approximately \$850.00. Total prize value: \$850. Prize consists of only the item(s) specifically listed as part of the Prize.

Additional disclosures for the Prize: Winner will be solely responsible for any federal, state, provincial and local taxes and all fees and expenses related to acceptance of prize not specified as paid by Sponsor herein, including travel

required to claim the Prize. The value of the prize is taxable as income and the winner will receive an IRS form 1099; **Winner must agree to claim the Prize within one (1) year of notification of availability from the Sponsor; failure to redeem the Prize within 1 year of availability could cause the Prize to be forfeited and awarded to an alternate. Winner must possess required travel documents (e.g., a government-issued ID, passport), as applicable.**

In the event winner is unable to redeem the prize, or is found to be ineligible for any reason, winner will be disqualified, and an alternate winner may be selected. Sponsor reserves the right to provide a prize of equal or greater value (where lawful), at its sole discretion. Prize cannot be substituted, assigned, transferred or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at Sponsor's discretion. Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of Sponsor's control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, and the prize cannot be delivered, no additional compensation will be provided or, if a substitute prize is provided, the difference in value between the substitute prize and the advertised prize will not be provided in cash. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won. If, by reason of a print, technical, or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

All details and restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion.

WITHOUT LIMITING THE FOREGOING EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZE AND THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY BY SPONSOR 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. WINNER ACKNOWLEDGES THAT SPONSOR HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY COMPONENT OF THE PRIZE OFFERED IN THIS PROMOTION, INCLUDING BUT NOT LIMITED TO ITS QUALITY, AVAILABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK STATE, PROVINCIAL AND LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 7. LIMITATION OF LIABILITY AND RELEASE:** Entrants/winner agree to release, discharge and hold harmless the Promotion Entities, YouTube, and their respective affiliates, parents, subsidiaries, advertising and promotion partners and internet agencies, and each of their respective officers, directors, and agents, successors and assigns from and against any claim or cause of action or liability for any injuries, losses or damages of any kind (including but not limited to, personal injury, death, damage to property, or loss of property) arising in whole or in part, directly or indirectly, out of entry into or participation in the Promotion, or acceptance/receipt/travel to and/or from prize pick-up location, use, misuse, acceptance of, receipt of, or possession of the prize, or the use of any Promotion-related photo, video, and/or entry, or for any claims based on publicity rights, defamation or invasion of privacy. The Promotion Entities are not responsible if the Promotion cannot be administered or conducted as planned and/or any prize cannot be awarded due to cancellations, delays, or interruptions resulting or arising from acts of God, war, or terrorism, civil unrest, strikes, supply shortages, natural disasters, weather, pandemics, epidemics, compliance with any law or order of a governmental authority, or any other similar act, event or occurrence beyond the reasonable control of the Sponsor. By participating in this Promotion, entrants agree that the Promotion Entities will not be liable for any injuries, damages, or losses of any kind, including direct, indirectly, incidental, consequential or punitive damages to persons, including death, or to property arising out of access to and use of any website associated with the Promotion or the downloading from and/or printing material downloaded from such website. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of these Official Rules, the Official Rules shall prevail, govern, and control. The Promotion Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

8. **PUBLICITY RELEASE:** Except where prohibited by law, acceptance of a prize constitutes permission and grant by winner (which grant will be confirmed in writing on request) of the right and permission for the Promotion Entities and their agencies to print, publish, broadcast and use Worldwide in any media now known or hereafter developed, including, but not limited to, the world wide web, at any times or times, winner's name and/or likeness, entry, picture, voice, likeness, opinions and biographical information (including, but not limited to, hometown and state), prize information, quotes attributable to winner, and any other elements of winner's persona for advertising, trade and promotional purposes (including the announcement of their name on television or radio broadcast), for purposes of advertising and trade without further consideration, compensation, permission or notification, publication in a winners list or in a list to be used by sponsor and its designees and its partners to re-target entrants via email or any sponsor app. By accepting a prize, winner understands and agrees that he/she may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the Sponsor and can be used in any media throughout the world in perpetuity and in any manner at Sponsor's sole discretion, without further review, notice, approval, consideration, or compensation to the winner or any third party.
9. **NOTICE - DAMAGE TO WEBSITE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Promotion Entities are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Promotion. The Promotion Entities assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail.

Sponsor reserves the right to cancel or modify the Promotion if for any reason, the Promotion is undermined by any event beyond the Sponsor's control, including but not limited to fire, flood, epidemic/pandemic, labor dispute or strike, act of God or public enemy, or any force majeure event or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Grand Prize will be conducted from among all eligible entries received prior to termination. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic/pandemic, act of public enemies or any act outside of the Sponsor's control/force majeure event, will not be considered a breach of these Official Rules.

In the event a dispute arises regarding the identity of the entrant, entry will be deemed made by the person whose name appears on the online order form or mail-in entry. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

10. **PRIVACY:** The Promotion Entities and their authorized agents will collect, use, and disclose the personal information you provide when you enter the Promotion for the purposes of administering the Promotion and prize fulfillment. By participating in this Promotion, entrant consents to the collection, use, and disclosure of your personal information. Information collected from participants, including entrant, is subject to Sponsor's Privacy Policy, available at <https://trattorefarms.com/privacy-policy/>

PLEASE READ: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION.

11. **CHOICE OF LAW/JURISDICTION AND DISPUTE RESOLUTION: DISPUTE RESOLUTION, MANDATORY ARBITRATION, AND CHOICE OF LAW/JURISDICTION:** This Promotion is offered only in the **50 United States and The District of Columbia**. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or the Promotion Entities in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. The Promotion Entities' failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision. By entering, entrant agrees that whenever you have a disagreement with the Promotion Entities (individually or collectively) arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Privacy Policies, you will send a written notice to the Sponsor ("**Demand**"). Entrant agrees that the requirements of this Dispute Resolution Section, defined as paragraph 11 of these Official Rules ("**Dispute Resolution Section**"), will apply even to disagreements that may have arisen before entrant accepted these Official Rules or the Privacy Policies. Entrant must send the Demand to the following address (the "**Notice Address**"): Trattore Farms; 7878 Dry Creek Road, Geyserville, CA 95441; Legal Department. Entrant agrees that entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after entrant sends a Demand. This informal dispute resolution is in addition to, and does not waive, excuse, or supersede any pre-suit resolution process required by state or federal law before filing suit.

If the disagreement stated in the Demand is not resolved to entrant's satisfaction within 10 business days after it is received, and entrant intends on taking legal action, entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "**Arbitrator**"). The Promotion Entities also agree that we will submit any and all disputes with entrant to arbitration before the Arbitrator. **This arbitration provision limits the ability of entrant and the Promotional Entities to litigate claims in court and entrant and Promotional Entities each agree to waive their respective rights to a jury trial.**

For any such filing of a demand for arbitration, entrant must provide proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014, available at https://www.adr.org/sites/default/files/Consumer-Rules-Web_0.pdf (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution Section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any and all disputes arising out of or relating to the Promotion or any disputes with the Promotion Entities including, but not limited to, disputes as to the interpretation or application of this Dispute Resolution Section or the validity of the arbitration agreement herein. The Arbitrator has authority to issue any and all remedies authorized by law, except that any requests for the remedy of public injunctive relief shall be brought in a court of competent jurisdiction. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Geyserville, California.

Entrant agrees that it will not file a class action or collective action against the Promotion Entities, and that entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person.

Notwithstanding any other provision in the Official Rules, or the Privacy Policies, if this class action waiver is adjudicated to be invalid by a court of competent jurisdiction, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in court. Entrants irrevocably consent to the sole and exclusive jurisdiction of the state or federal courts of the State of California located in the county of Sonoma, California for any action, suit or proceeding arising out of or relating to this Promotion. Under no circumstances does entrant or the Promotion Entities agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

The provisions of this Dispute Resolution Section shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of entrant or the Promotion Entities relating to or arising from participation in the Promotion.

12. **SEVERABILITY:** If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.

13. **WINNERS LIST AND OFFICIAL RULES:** The name of the Prize Winner will be posted on www.trattorefarms.com on or about May 15, 2024 or after the Grand prize winner has been verified. The Official Rules will be posted on www.trattorefarms.com throughout the Promotion Period.

SPONSOR: Twin Ridge Estates, LLC dba Trattore Farms and Winery, 7878 Dry Creek Rd, Geyserville, CA 95441.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter or YouTube.

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