

**Sutter Home Winery, Inc. and The Veterans Business Outreach Center, a 501(c)(3) (“Sponsors”) are proudly supporting this National Veterans initiative and are bringing Troops Home to be with their families.**

**HOME FOR THE HOLIDAYS PROMOTION AWARD**

**TRAVEL PRIZE**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**A purchase will not increase your chances of winning.**

**Void where prohibited, including Alaska, Hawaii, Puerto Rico and all U.S. Territories and Possessions**

**Open only to legal residents of the 48 contiguous United States and the District of Columbia, aged 21 or older, with a Destination (hereinafter defined) of FL, CA, TX, GA, PA, IL, MD, NJ, NY, OH, MI, MA, VA, NC, SC, AZ or WA (additional states may be considered).**

**HOW TO ENTER.** To enter, go to [www.vbcix.org](http://www.vbcix.org), find and follow the advertisement to fill out the online application form, and write a short essay answering “What does home mean to you?”. The Promotion Award commences at 1:00 AM Pacific Standard Time (“PST”) on August 1, 2015 and concludes at 11:59 pm (PST) on December 31, 2015 (the “Entry Period”). Entry for this Promotion Award is online only. Once the entry has been submitted, entrants will not be permitted under any circumstances to submit substitutions and/or new versions of their entries. Proof of submission will not be deemed to be proof of receipt by Sponsors. All entries and requests become the property of Sponsors and will not be acknowledged or returned. **LIMIT ONE ENTRY PER ELIGIBLE PERSON:** Multiple entries submitted by a single person during the Entry Period, whether from one e-mail address or multiple e-mail addresses shall render all of such person’s entries void and ineligible. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the e-mail account of the e-mail address submitted at time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** This Promotion Award is open to United States Military members, Reservist and Guard members that are legal residents of the 48 contiguous United States and the District of Columbia, who are at least 21 years of age at time of entry. This Promotion Award is intended for U.S. Military members, Active Duty and Reserves members currently or actively serving in the aforementioned areas only and shall only be construed and evaluated according to United States law. Do not enter this Promotion Award if you are not located in the 48 contiguous United States or the District of Columbia. By participating in the Promotion Award, entrants (i) agree to be bound and abide by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Sponsors, which are final and binding in all matters, (iii) agree that if chosen as a potential winner, entrant will have an authorized DA form 31 “Request and Authority for Leave” completed 30 days in advance of date of travel, and (iv) agree that if qualified as a Promotion Award WINNER, and if Winner has won any prize valued up to \$2,500.00 from Sponsors within the last six (6) months, Winner will agree to forfeit winner status to the next eligible entrant in the Promotion Award. Employees of Sponsors, officers, shareholders, members of employees immediate families (including spouses, parents, siblings, children and their spouses and all lineal descendants including those by adoption or any other household member, whether related or not) of Sponsors, their affiliates or subsidiaries, advertising and promotion agencies, licensed alcohol beverage retailers, wholesalers or distributors, or any other alcohol beverage licensee, employees of any alcohol beverage agency, and any other company involved with the design, production, execution or distribution of this promotion are not eligible.

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Entries that are incomplete or corrupted are void and will not be eligible. Any effort by an entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify all entries of such individual. Sponsors and their agencies reserve the right to verify eligibility qualifications of any potential winner. Failure to comply with these Official Rules may result in disqualification from the Promotion Award. This Promotion Award is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**SPECIAL PUBLICITY NOTICE.** By entering this Promotion Award entrants grant to Sponsors and their promotional and advertising agencies their express permission (except where prohibited by law) to use their original submission, including identifying entrant by full name, on the radio, television, video production, website, social media, Twitter, Facebook, and any other form of distribution for entertainment purposes, without further compensation. Also, by entering this Promotion Award, if entrant is selected as a potential winner or qualified as a winner, entrant agrees to a photo opportunity, to be contacted by the media, and entrant grants to Sponsors and their promotional and advertising agencies their express permission (except where prohibited by law) to use their name, identity, description of prize won, hometown and likeness, if applicable, for promotional purposes, in any media now known or hereafter developed, including on the radio, and including for "live notification" of potential winner status purposes, without further compensation. Even though entrants consent to all of the above, Sponsor has no obligation to do any or all of it. See more details at "Winner / Selection / Agreements" below.

#### **PRIZES.**

Stage 1, The Veterans Business Outreach Center (VBOC) will collect the first of two rounds of applications submitted between August 1, 2015 and September 15, 2015. From such, up to five (5) Promotion Awards will be awarded. Promotion Awards will consist of: (a) round-trip coach air transportation (as determined by Sponsors in their sole discretion) for military member, from a major commercial airport nearest the winner's military base to a major commercial airport nearest the winner's final destination in the continental United States (the "**Destination**"); (b) Three hundred dollars (\$300) to be used toward ground transportation; (c) one (1) hotel accommodation for up to five (5) nights (one double occupancy room and room tax only) near Destination; these winners will redeem their travel award between November 1, 2015 up to January 2, 2016 (the "**Event**"). In the event that a winner's military base is within 150 miles of the Destination, the Sponsors reserve the right to substitute additional monies (to be determined by Sponsors in their sole discretion) for ground transportation in lieu of air transportation. Approximate Retail Value ("ARV") is two thousand five hundred dollars (\$2,500).

Stage 2, The Veterans Business Outreach Center (VBOC) will collect the second round of applications submitted between October 1, 2015 and December 31, 2015. From such, up to twenty (20) Promotion Awards will be awarded. Promotion Awards will consist of: (a) round-trip coach air transportation (as determined by Sponsors in their sole discretion) for military member, from a major commercial airport nearest the winner's military base to a major commercial airport nearest the winner's final destination in the continental United States (the "**Destination**"); (b) Three hundred dollars (\$300) to be used toward ground transportation (c) one (1) hotel accommodation for up to five (5) nights (one double occupancy room and room tax only) near Destination; these winners will redeem their travel award between February 1, 2016 up to December 31, 2016 (the "**Event**"). In the event that a winner's military base is within 150 miles of the Destination, the Sponsors reserve the right to substitute additional monies (to be determined by Sponsors in their sole discretion) for ground transportation in lieu of air transportation. Approximate Retail Value ("ARV") is two thousand five hundred dollars (\$2,500).

#### **TRAVEL CONDITIONS:**

Winners are solely responsible for any and all additional costs and expenses, other than those specifically stated in these Official Rules, that may be incurred or arise as a result of being awarded the prize. Such costs and expenses may include, but are not limited to, all federal, state, provincial, #J9DSRW6S0E37KWv2#J9DSRW6S0E37KWv2#J9DSRW6S0E37KWv2

territorial, municipal, local, or other government or quasi-governmental taxes and fees, fuel supplement charges, travel insurance, and items of a personal nature (i.e., meals, gratuities, alcoholic beverages, photographs, entertainment, service fees, medical services, etc.).

Winners are also responsible for all travel documentation (such as an identification card or driver's license) required for travel. Sponsors are not responsible for the cancellation or delay of any flight or trip interruption, including while on the Event. Winners must adhere to applicable Uniform Code of Military Justice (UCMJ) during Event period.

All other expenses not mentioned herein, including without limitation, other ground transportation, transfers, additional hotel amenities, fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), personal expenses such as photos, souvenirs, and passport fees, are the responsibility of the winners. Travel and hotel accommodations are subject to availability. Certain flight and material restrictions may apply... If a winner is unable to travel on the dates required, the winner will forfeit the Promotion Award and another winner may be selected from among eligible entries received. **If there are insufficient entries or a potential winner forfeits a prize for any reason, the Sponsor may select another winner or choose to have the forfeited prize remain un-awarded.** NO PRIZE SUBSTITUTION, CASH SUBSTITUTION, OR ASSIGNMENT OR TRANSFER OF PRIZES IS PERMITTED, EXCEPT BY SPONSORS WHO MAY SUBSTITUTE A PRIZE OF EQUAL OR GREATER VALUE IF ANY PORTION OF THE ADVERTISED PRIZE BECOMES UNAVAILABLE. Any un-used elements of the Promotion Award will be forfeited, will not be redeemable for cash and may not reduce the value awarded for tax purposes. All federal, state, local and other taxes, costs and expenses relating to the use, acceptance and possession of the prize are the sole responsibility of the winners. Winners will receive an IRS Form 1099 for the actual value of their prize. Actual retail value of Promotion Award depends upon location of winners and fares at time of departure, among other things.

**ODDS.** Odds of winning depend upon the number of eligible entries received during the Entry Period. This Promotion Award may be advertised (1) on the radio on various music, talk, entertainment, public service broadcasting and sports channels, (2) on the internet on various social media, Facebook, Twitter, LinkedIn, music, talk, entertainment and sports channel pages at [www.vbcix.org](http://www.vbcix.org), [www.sutterhome.com](http://www.sutterhome.com), (3) by unsponsored and sponsored members of the public in social media and online communities, (4) military installation bases (5) VBOCs collaborative partners, e-newsletters that may be delivered to a minimum of approximately seven (7) million email addresses (6) Digital and social media campaigns to Sutter Home's more than 500,000 fans on Facebook, Twitter, Instagram and website (7) In Store promotions at an estimated 2,500 grocery, liquor, convenience channel stores nationwide during the months of November and December (8) additional campaign support at On-Premise (restaurant, hotel, etc.) locations and other sources as applicable.

**WINNER / SELECTION / AGREEMENTS.** The winners will be determined based upon demonstration of outstanding service in the past two years; creativity in responding to the question "What does home mean to you?", financial need, submission of a completed application and final destination location to one of the following states: FL, CA, TX, GA, PA, IL, MD, NJ, NY, OH, MI, MA, VA, NC, SC, AZ, WA (additional states may be considered). On or about September 30, 2015 and January 15, 2016, following the close of each stage of the Entry Period, winners will be chosen from among all eligible entries received under the supervision of a panel of judges chosen by Sponsors whose decisions are final and binding. Winners will be notified through the email address provided in entrants application form Except where prohibited, acceptance of Promotion Award constitutes winner's consent, and winner will be required to sign an affidavit and release, to allow Sponsors and their promotional and advertising agencies to use winner's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional

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compensation, in perpetuity, in all media, now known or hereafter developed, in connection with Sponsors, this Promotion Award, the Sponsors' web sites, and the Events.

Winners will be required to sign an Affidavit of Eligibility and Publicity & Liability Release ("**Affidavit**") and IRS Form W-9 (if required by IRS regulations) and return it to Sponsors within five (5) days of attempted delivery or prize will be forfeited and an alternate winner may be selected. If prize notification is undeliverable, or if winner cannot be contacted for any reason during the time Sponsors must reach winner, or if the Affidavit is not complete and received by Sponsors within the time required, or in the event of non-compliance with these Official Rules, the prize will be forfeited, and an alternate winner may be selected from the remaining eligible entries.

**PRIVACY NOTICE / MARKETING.** By entering this Promotion Award, any personal information entrants submit will be disclosed to the Sponsors and will be used only in consistency with their privacy policies. Sponsors may use entrants' personal information, including postal and e-mail addresses, to contact entrants regarding VBOC's and Sutter Home Winery's goods and services and any other offers and/or promotions that Sponsors believe might be of interest to entrants. (If entrants have previously asked Sponsors not to send promotional emails, entry into this promotion will cause entrant to receive emails related only to this promotion.) Special Note: There will be no use of entrant's telephone number or date of birth as a result of an entry except to contact potential winners and to verify their eligibility to enter. This promotion may be advertised on Facebook but entrants will only be providing information to Sponsors and not to Facebook. Be sure to read the privacy policies at [www.sutterhome.com/privacy](http://www.sutterhome.com/privacy) and [www.vbocix.org/privacy](http://www.vbocix.org/privacy).

**GENERAL CAUTION / RELEASE.** Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. If, in Sponsors' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Promotion Award, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the Promotion Award, Sponsor reserves the right to terminate the Promotion Award and select winners from among all eligible entries received prior to termination. Should the Promotion Award be terminated prior to the stated expiration date, notice will be posted at [www.vbocix.org](http://www.vbocix.org). Any attempt to deliberately damage the content or operation of this Promotion Award is unlawful and subject to legal action by the Sponsors and their agencies. By participating in the Promotion Award, entrants and winners agree, on their own behalf, and on behalf of their heirs, executors, administrators, legal representatives, successors and assigns ("**Releasing Parties**"), and do hereby release, and agree to defend, indemnify, and hold harmless the Sponsors, those working on their behalf, Facebook, and all other businesses involved in this Promotion Award (including prize vendor/provider), as well as each of their respective employees, officers, shareholders, directors, agents and representatives, successors and assigns (collectively, the "**Released Parties**"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to entrants participation in this Promotion Award or the awarding, acceptance and use or misuse of a prize.

**DISCLAIMER OF LIABILITY.** Sponsors shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries, or postage due mail; (iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone #J9DSRW6S0E37KWv2#J9DSRW6S0E37KWv2#J9DSRW6S0E37KWv2

equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsors on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iv) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Promotion Award; or (v) the failure of any third party to comply with the instructions and proper administration of this Promotion Award. You agree that the Released Parties (defined above) shall not be liable for any injury, including death, loss or damage of any kind caused or claimed to be caused, by participation in this Promotion Award, or from the acceptance or use or redemption of any prize, including travel and accommodations provided by independent suppliers. In the event Sponsors and their agents are prevented from continuing with the Promotion Award as contemplated herein by any event beyond their control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within their control, Sponsor and its agents shall have the right to modify, suspend, extend or terminate the Promotion Award.

**LAW / DISPUTE RESOLUTION.** This Promotion Award shall be governed by and interpreted under the laws of the State of California, U.S.A., without regard to its conflicts of law's provisions that may require the application of the laws of another jurisdiction. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion Award shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Promotion Award shall take place exclusively in the federal or state courts sitting in California, and entrants expressly consent to the jurisdiction of and venue in such courts and will waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Entrants agree to service of process by mail or other method acceptable under the laws of the State of California. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION AWARD. ENTRANTS HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**WINNERS LIST.** For the names of the winners, available after January 30<sup>th</sup>, 2016, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Promotion Award, within 45 days of the above date to VBOC at the address set forth below, Attention: Promotions Department/Home for the Holidays Award.

**SPONSOR.** The Sponsors of this promotion are Sutter Home Winery, Inc. PO Box 248 Saint Helena, CA 94574, and the Veterans Business Outreach Center, 4608 Duckhorn Drive, Sacramento, California 95834. This promotion may be advertised on Facebook but this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

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