

CHATEAU DE BERNE/ULTIMATE PROVENCE
“Wine Trip to Provence”
SWEEPSTAKES
Official Rules

NO PURCHASE OR USE OF WIRELESS SERVICE NECESSARY TO ENTER OR WIN. A PURCHASE OR USE OF WIRELESS SERVICE WILL NOT INCREASE YOUR ODDS OF WINNING. MUST BE 21 YEARS OF AGE OR OLDER TO PARTICIPATE.

1. Eligibility: This Chateau De Berne/Ultime Provence Win a Trip to Provence sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States who are at least twenty-one (21) years of age at the time of entry (the “Entrant”). Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who are employees, officers or agents of Sponsor (as defined below), its respective parent companies, affiliates, divisions, subsidiaries, suppliers, distributors and the service agencies or independent contractors of any of the above organizations, including, but not limited to Chateau de Berne, MDCV, and Provence Rose Group (collectively, “Prize Provider” or “Sponsor”); (b) suppliers, distributors, or retailers of alcohol beverage products, and any other alcoholic beverage industry members; (c) individuals engaged in the development of, the production or distribution of materials for, or the implementation of this Sweepstakes; or (d) agents, officers, employees of, family members of (where “family member” means a spouse, parent, sibling, child, son-in-law, daughter-in-law, and lineal descendants, including those by adoption), persons in the immediate family of, or persons living in the same household as any person in any of the preceding categories (a) through (c). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where restricted or prohibited by law. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Provence Rose Group. 777 Westchester Ave, Suite 101. White Plains, NY 10604

3. Sweepstakes Dates: The Sweepstakes begins on June 6, 2022 at 12:00 PM Eastern Time (“ET”) and ends on September 1, 2022 at 11:59 PM ET (the “Sweepstakes Period”). Sponsor is the official time-keeping device for the Sweepstakes.

4. How to Enter and play: To enter, you must be at least 21 years old and follow @chateauberne and @ultimateprovence on Instagram, then fill out a questionnaire and read and agree to the Official Rules. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Inc. (“Instagram”).

By entering this Sweepstakes, you understand that you are providing your information to Sponsor and not to Instagram. Multiple entries are not allowed. You acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.

All entries become the property of Sponsor and will be will not be acknowledged or returned. All entrant information, including e-mail addresses, is subject to the Privacy Policy of the Sponsor.

Entering is free. Limit: one (1) entry per person, per cell phone number, social media account and per email address during each week of the Sweepstakes Period, regardless of method of entry. A person must enter via Instagram. Multiple entries will automatically result in disqualification. All entries must be posted no later than the deadline above for each week of the Sweepstakes Period. All entries become the property of the Sponsor.

Limit: Entrants may not participate with multiple accounts. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities or registrations, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in disqualification. Facsimile and mechanically reproduced entries will not be accepted. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. "Authorized account holder" is defined as the natural person who is assigned to the Instagram account by Instagram. Any potential winner may be required to show proof that he/she is the authorized account holder. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned. Proof of submission is not proof of receipt by Sponsor. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor in their sole discretion.

Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply if participating via a mobile device. For those persons participating with a mobile device: data rates apply to internet access via mobile devices. Other charges may apply; check your mobile plan for rates/details. Internet access may not be available in all areas.

5. Selections/Odds/Notifications: Odds of winning depend on the total number of entrants during each weekly Sweepstakes. The entrants will be judged on the following criteria ("Judging Criteria"): Photo quality, visual appeal, and overall look of the photo. Winning Entries will be selected according to the criteria above solely by Sponsor and at Sponsor's sole discretion; Sponsor has final say in selecting the winners. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. In the event that an insufficient number of eligible entries are received to award all available prizes, Sponsor is not obligated to award remaining prizes and no additional random drawings will take place.

The awarding of prizes is subject to verification by the Sponsor, whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all

respects. A POTENTIAL PRIZE WINNER IS NOT A WINNER UNTIL HIS OR HER ELIGIBILITY HAS BEEN VERIFIED BY THE SPONSOR. Sponsor will not accept a screenshot or other material in lieu of its validation process.

In the event that a potential winner is disqualified for any reason, Sponsor, in its sole discretion, may select an alternate prize winner by random drawing from among all remaining eligible entries.

6. Prizes: There will be one (1) grand prize. The grand prize is a trip for (2) to Provence, France, where winner and guest will visit Chateau de Berne and Ultimate Provence, including coach airfare for international airport in the United States, plus lodging. Prize details not specified herein shall be determined solely by Sponsor. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. No alcohol is awarded in any prize. Winner and guest must be twenty-one (21) years of age or older. Approximate retail value (“ARV”) is ____.

Actual retail value of trip depends on location of winner, fares, lodging and other costs at time of booking. If actual retail value is less than stated ARV, neither the difference in value nor any additional compensation will be awarded. All reservations and travel arrangements shall be with suppliers and air carriers selected by Sponsor in its sole and absolute discretion; must be made through a travel agent selected by Sponsor; and are subject to availability. Travel dates must be confirmed at least forty five (45) days prior to departure. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Blackout dates and other restrictions may apply. In the event any activity included in the Prize is cancelled, delayed or postponed for any reason, Winner will not be reimbursed and Prize shall consist solely of the remaining elements, if any. All guests must be 21 years of age or older at the time travel is booked, and may be required to complete and return a liability and publicity release prior to travel. Trip winner and guests must travel on the same itinerary, and must be available to travel on dates specified by Sponsor. Winner and guests are responsible for obtaining any necessary documentation (e.g., valid passport, photo ID, etc.) prior to travel. Any costs, expenses or incidentals associated with Grand Prize acceptance and use not specified herein as being provided are the responsibility of the winner and guests, including, without limitation, all Federal, state, local and income taxes, luggage fees, meals, gratuities, incidentals, additional ground transportation, activities, souvenirs and tips on the Grand Prize.

7. Prize Claims: Except where prohibited, each potential winner if required by Sponsor, must sign and return to the Sponsor an affidavit of eligibility/release of liability/publicity release (the “Release”) and IRS form W-9 in order to claim the respective prize (collectively, the “Required Documents”) within the time frame indicated in the notification. If the potential winner fails to sign and return the Required Documents within the required time period, the potential winner forfeits his/her right to the prize and an alternate winner may be selected at random from among all remaining non-winning eligible entries received during the Sweepstakes Period, time permitting. The Prize is taxable as income.

8. Release: In exchange for the right to participate in the Sweepstakes, the winner(s) agree to release and hold harmless Sponsor, Instagram and each of their respective parent companies, subsidiaries, affiliates, divisions, suppliers, distributors, advertising/Sweepstakes agencies, and prize suppliers, and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in or in connection with the Sweepstakes or receipt or use or misuse of any prize. Released Parties are not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of each winner's name, likeness, photograph, voice, quotes, statements, opinions, biographical information and/or hometown and state for Sweepstakes purposes in any media now known or hereinafter invented, worldwide, without further payment or consideration. By participating in the Sweepstakes, each winner agrees that their name, image or likeness may be electronically displayed via the Internet or other form of digital dissemination, extending to all manner and media whatsoever, throughout the universe in perpetuity, free and clear of any claims for royalties, residuals or other compensation.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, any other Sweepstakes or applicable law, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By entering the Sweepstakes and accepting a prize, each winner agrees to maintain his/her behavior in accordance with all applicable laws and generally-accepted social practices in connection with participation in the Sweepstakes or prize-related activity. Each winner understands and agrees that Sponsor or the prize provider have the right, in their sole discretion, to disqualify the winner at any point if the winner's behavior (i) is uncooperative or disruptive; (ii) annoys, threatens, or harasses any other person; (iii) may or does cause damage to person, property, or the reputation of Sponsor or a prize provider; or (iv) otherwise violates the policies of the prize provider; and, in such a case, the winner will forfeit the prize and still be solely responsible for all taxes and other expenses related to the prize, if applicable.

11. Limitations of Liability: The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software whether originating with Entrant, Sponsor, or any third party; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (e) late, lost, undeliverable, misdirected, illegible, damaged, incomplete, incorrect, stolen entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, unless it is not possible to award another entry due to the date of discontinuance for any or all of the prizes offered herein. In the event of a discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance, and in no event will more than the stated number of prizes be awarded.

12. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATES OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes and/or accepting an awarded prize, each Entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York, having jurisdiction. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., evidenced costs associated with entering this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased.

13. Winner List: For the names of the winners, send a self-addressed, stamped envelope by October 1, 2022 to Provence Rose Group, 777 Westchester Ave, Suite 101, White Plains, NY 10604

Provence Rose, White Plains, NY