

OFFICIAL RULES – Après Ski

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THE SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA (EXCLUDING ALABAMA, RHODE ISLAND AND FLORIDA) WHO ARE AT LEAST 21 YEARS OF AGE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW. BY ENTERING THIS SWEEPSTAKES, YOU REPRESENT THAT YOU HAVE READ AND ACCEPTED THESE OFFICIAL RULES.

The **Après Ski** Sweepstakes (the “Sweepstakes”) is sponsored by FitVine Wines LLC (“FitVine”), 40-C County Rd, Berkley MA 02779, the “Sponsor”).

SWEEPSTAKES PERIOD: The Sweepstakes begins on November 1, 2022 and ends on January 31, 2023 (“Sweepstakes Period”). All entries must be received by Sponsor no later than January 31, 2023. Entry is free, and no purchase or payment of any kind is necessary to enter or win this Sweepstakes.

ELIGIBILITY: The Sweepstakes is offered and open to legal residents of the fifty (50) United States and Washington D.C (excluding Alabama, Rhode Island and Florida) who are age 21 or older at time of entry. Void in all other states and where prohibited. Industry members, including employees, officers and directors of Sponsor, and those entities involved in the preparation of materials and/or administration of this Sweepstakes, including suppliers, distributors, or retailers of alcohol-beverage products, and their immediate family members (spouse and children living in the same household) are not eligible to enter. The sweepstakes is subject to all applicable federal, state and local laws and regulations and void where prohibited by law.

By participating, you agree to abide by these official rules (“Official Rules”) and decisions of Sponsor, which shall be final and binding in all respects.

HOW TO ENTER: There are two ways to enter:

(1) QR Code: During the Sweepstakes Period, scan the QR code found on point of sale materials and follow the instructions on how to enter the Sweepstakes or :

(2) Website: During the Sweepstakes Period, visit the website <https://fitvinewine.com/ApresSki>, and follow the instructions on how to enter.

LIMIT ONE ENTRY PER PERSON, REGARDLESS OF METHOD OF ENTRY DURING THE ENTIRE SWEEPSTAKES PERIOD. Duplicate entries for a single individual will be disqualified. All entries become the property of the sponsor.

WINNING PRIZES AND ODDS OF WINNING:

Six Total Prizes:

One (1) Grand Prize: The Grand Prize Winner will win a trip for winner and one (1) guest to Breckenridge, CO. Trip consists of roundtrip, coach class air transportation from a major U.S. gateway airport nearest winner's residence to COLORADO, 3 nights' standard hotel accommodations (one room, double occupancy), 2 day ski passes at Breckenridge Ski Resort and \$500.00 in spending money, total approximate retail value ("ARV"): \$12,000.00. Any difference between stated value and actual value will **not be awarded**. Grand Prize trips must be taken by December 31, 2024 or prize will be forfeited and Sponsor will have no further obligation to such winner. Sponsor reserves right to change dates. Winner and guest must travel together on the same itinerary. Guests must be 21 years of age or older and must sign a liability/publicity release prior to issuance of travel documents. Travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. Travel is subject to availability. No substitutions, cash equivalents, or transfers of prizes permitted by winners. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. All prize details are at Sponsor's sole discretion. Sponsor's database clock will be the official timekeeper for this Sweepstakes and Sponsor's decision as to the time individuals participate will be final. In no event will more prizes be awarded than the number of prizes stated herein. Limit one (1) Grand Prize per email address and per person. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided, including but not limited to for the Grand Prize winners, additional transportation, meals, souvenirs, gratuities, baggage fees, etc. are the sole responsibility of the winners.

Five (5) First Prize winners will be selected on February 10, 2021 from all eligible entries received during the Sweepstakes Period. Each winner will receive a pair of branded skis with an ARV of \$649. Prize is awarded "as is" with no warranty or guarantee, either express or implied. All federal, state and local taxes and all costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. Winner may not substitute, assign or transfer prize, but Sponsor reserves the right, at its sole discretion, to substitute prize with one of comparable or greater value. Prize is not redeemable for cash. All prize details are at Sponsor's sole discretion. If winner cannot accept a prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Upon prize forfeiture, no compensation will be given.

Odds of winning prize depend upon number of eligible Entries.

WINNER SELECTION/NOTIFICATION: The selected winners will be contacted via email or mail at the address submitted with the entry by a representative of Sponsor with instructions on how to claim the prize. If any potential winner does not respond and comply with the instructions in the notification within forty-eight (48) hours after Sponsor sent the message or is not in compliance with these Official Rules, he/she will forfeit the prize and Sponsor will select an alternate potential winner. Winner's age is subject to independent age verification, and if failed, will result in prize forfeiture. Potential winners may be required to execute an Affidavit of Eligibility and a Liability and Publicity Release (unless prohibited by law), which must be returned within five (5) days of date appearing on prize notification. Winner's guest will also be required to sign a Liability Release. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact potential winner within a reasonable time period or noncompliance with these Official Rules by potential winner will result in disqualification and, at Sponsor's sole discretion, the prize will be awarded to an alternate winner in accordance with these Official Rules.

[INCLUDE IF PRIZE IS OVER \$600]: Prize winners will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded and agree to fully cooperate

with Sponsor and its representatives as to its compliance with all applicable governmental reporting requirements, including by providing upon request his/her Social Security Number via Internal Revenue Service Form W9.

RELEASE OF LIABILITY: By participating in the Sweepstakes, you agree to release, indemnify, discharge and hold harmless Sponsor, and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents and representatives (collectively, “Released Parties”) from and against any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from your participation in the Sweepstakes or any Sweepstakes-related activity, the acceptance, possession, use or misuse of any prize and/or Sponsor’s use of the rights granted herein.

PUBLICITY GRANT: Except where prohibited, participation in the Sweepstakes constitutes your consent to the use by Sponsor and its designees of your name, voice, biographical information, image, likeness, hometown and state for advertising, publicity, promotional and other purposes, in any manner, in any and all media now or hereafter known, worldwide in perpetuity, without compensation or additional consents from you or any third party and without prior notice, right of review, approval or consideration, and you further agree to execute specific consent to such use if asked to do so. Any submissions or use of your information is subject to Sponsor’s Privacy Policy available at www.fitvine.com, <https://fitvinewine.com/ApresSki>

GENERAL CONDITIONS: Released Parties assume no responsibility or liability for (a) any lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries, messages, email or mail; (b) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials; (c) any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; or (d) injury or damage to any person’s computer or mobile device related to or resulting from participating in this Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void.

Should any portion of the Sweepstakes be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action by random drawing or as otherwise deemed fair and appropriate by Sponsor.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

APPLICABLE LAW. All disputes, claims, and causes of action will be resolved individually, without resort to any form of class action, in an action in a State or Federal court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the promotion, will be governed by, and construed in accordance with, the laws of the State of California, without regard for conflicts of law doctrine of any jurisdiction.

REQUEST FOR WINNERS' LIST: For the winners' names (**available after February 30, 2024**), send a self-addressed stamped envelope to:

FITVINE WINES LLC
40-C Country Rd
Berkley MA 02779