

## **PENFOLDS WIN MAX'S MONEY SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES AWARDED AS PART OF ANY PRIZE.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OLD AT THE TIME OF ENTRY.**

**VOID IN UTAH, PUERTO RICO, ALL OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Penfolds Win Max's Money Sweepstakes ("Sweepstakes") is sponsored by Treasury Wine Estates Americas Company ("Sponsor"), 555 Gateway Drive, Napa, CA 94558.

- 1. SWEEPSTAKES TIMING:** The Sweepstakes begins at 12:00 PM Eastern Time ("ET") on December 28, 2017 and ends at 11:59:59 PM ET on February 28, 2018 ("Sweepstakes Period"). Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** The Sweepstakes is offered only to legal residents of the 50 United States (excluding Utah) and the District of Columbia who are at least 21 years of age at the time of entry ("Entrant"). Employees, officers, directors, representatives, and agents of Sponsor, the independent agency administering this Sweepstakes ("Administrator"), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, sibling, child and their respective spouses and the "steps" of each, all lineal descendants, including those by adoption, regardless of where they reside) and persons living in the same household of each, whether or not related, state alcoholic beverage manufacturers, distributors, and retailers and employees of state or local alcohol beverage agencies are not eligible to enter or win. This Sweepstakes is void in Utah, Puerto Rico, all other United States territories and possessions, and where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein. If an Entrant participates via a mobile device, message and data rates may apply. Not all cellular phone providers carry the service necessary to participate in this Sweepstakes through a mobile device. If entering using a mobile device, please check your mobile device's capabilities for specific web enabled browsing instructions and pricing plans. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Sweepstakes, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical addresses or e-mail addresses.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an Entrant may enter the Sweepstakes as set forth below:

- A. Online Code Entry Method:** To enter the Sweepstakes online, an entrant may find a specially-marked Penfolds product and locate the code on the neck hanger (“Code”). The Entrant must then visit <https://penfolds.com/maxsmoney> (“Website”), enter his/her date of birth, enter his/her e-mail address, and complete the registration form, which may include, but is not limited to, his/her complete first and last name (no initials), street address (no P.O. box), city, state, ZIP code, phone number, date of birth, and agreement to be bound by these Official Rules. After completing registration, an Entrant must enter the Code to receive one (1) entry into the Sweepstakes.

**IMPORTANT:** If using a mobile device to enter the Sweepstakes, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider’s pricing plans.

- B. Mail-In Entry:** To enter via mail, an eligible Entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Penfolds Win Max’s Money Sweepstakes, PO Box 251328, West Bloomfield, MI 48325. An Entrant will receive one (1) entry into the Sweepstakes for a valid Mail-In Entry. All Mail-In Entries must be postmarked no later than February 28, 2018 and received on or before March 10, 2018 in order to be eligible. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

**Entry Limit:** Regardless of the method of entry, there is a limit of one (1) entry per person/e-mail address per calendar day during the Sweepstakes Period. If more than one (1) entry is received on the same calendar day from the same person/e-mail address, only the first entry received may be considered valid.

- 4. RANDOM DRAWING:** On or about March 12, 2018, Administrator will select one (1) grand prize winner, two (2) first prize winners, and one hundred fifty (150) second prize winners from all eligible entries received during the Sweepstakes Period. Each winner is deemed to be a potential winner, pending verification of the Entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor or Administrator, in their sole and absolute discretion.

**5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

- A. Grand Prize (1):** The grand prize is a check for \$33,000 made payable to the grand prize winner (“Grand Prize”). One (1) Grand Prize will be awarded in the Sweepstakes. The ARV of the Grand Prize is \$33,000.

- B. First Prizes (2):** The first prize is a check for \$5,000 made payable to the first prize winner (“First Prize”). Two (2) First Prizes will be awarded in the Sweepstakes. The ARV of each First Prize is \$5,000.

- C. Second Prizes (150):** The second prize is a twelve (12)-month Fast Company magazine subscription (“Second Prize”). Second Prizes are subject to all terms and conditions set forth by issuer. Second Prizes will be delivered to Second Prize winners in the form of codes that winners will use to redeem second Prize. Limit to one (1) redemption per code. Delivery to valid U.S. addresses only, including U.S. territories and military addresses. Issuer reserves the right to limit the number of subscriptions or redemptions fulfilled to a total of four (4) redemptions per household per month and/or ten (10) redemptions per household during any twelve (12) month

period. Each code is redeemable only by the original recipient. Codes may not be sold or otherwise transferred to any third party. Lost or stolen codes will not be cancelled or replaced. Issuer reserves the right to deny any redemption which does not comply with the terms set forth by issuer and further reserves the right to deny any and all redemptions it deems to have resulted from an attempt to violate or otherwise circumvent the terms of the Sweepstakes and terms set forth by issuer. One hundred fifty (150) Second Prizes will be awarded in the Sweepstakes. The ARV of each Second Prize is \$25.

**D. Total ARV:** The ARV of all prizes (each a "Prize") in the Sweepstakes is \$46,750.

**E. Odds of Winning:** The odds of winning a Prize depend upon the number of eligible entries received in the Sweepstakes.

**F. Prize Limit:** Limit one (1) Prize per person/household.

**6. HOW TO CLAIM A PRIZE:** Each potential winner will be notified via e-mail by Sponsor or its authorized designee at the e-mail address provided at the time of registration or on a Mail-In Entry. Before being declared a winner, a potential Grand Prize or First Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit") sent with the e-mail notification. A potential Grand Prize or First Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to each potential winner or the Grand Prize or First Prize may (in Sponsor's sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, or in the event that a potential Grand Prize or First Prize winner fails to return an executed and notarized Affidavit within the ten (10) calendar day deadline, the Prize may be forfeited, and, in Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries. Grand Prize and First Prizes will be mailed to verified winners at the addresses provided at registration or on Mail-In Entries approximately six (6) to eight (8) weeks after verification. Each Second Prize winner will receive an e-mail with instructions on how to redeem a Second Prize. Each Grand Prize and First Prize winner will be issued a form 1099 for tax purposes and must submit his/her social security number or taxpayer ID number, as required by law. All federal, state, and local taxes imposed on the acceptance of a Prize are solely the responsibility of each winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a Prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. Each Prize will only be awarded to a verified winner.

**7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i)

lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more than more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer, typographical, mechanical, or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, more winners stated on any Sweepstakes related materials, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received.

Without limiting the foregoing, everything regarding this Sweepstakes, including each Prize, is 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.

**8. DISPUTES: IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT**

VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NAPA COUNTY, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **PRIVACY POLICY:** Sponsor's Privacy Policy is available at <https://www.tweglobal.com/privacy>.
10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each Entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person’s entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word,

phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNER LIST:** For the names of winners, send a self-addressed, stamped envelope postmarked after to: Penfolds Win Max's Money Sweepstakes Winner List Request, PO Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by April 28, 2018.

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