

FLAT TOP HILLS

FLAT TOP HILLS 38°49' BACKYARD SANCTUARY SWEEPSTAKES - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. ALCOHOLIC BEVERAGES ARE NOT INCLUDED AS A PART OF THE PRIZE PACKAGE.

The Flat Top Hills 38°49' Backyard Sanctuary Sweepstakes (the "Sweepstakes") is sponsored by Flat Top Hills, 2800 Main Street, St. Helena, CA, 94574, USA (the "Sponsor").

The Sweepstakes is administered by One Line Agency, Inc., 29 Chelsea Drive, Syosset, NY 11791 (the "Administrator").

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook™. You understand that you are entering a sweepstakes sponsored by Flat Top Hills and not by Facebook™.

1. ELIGIBILITY: Sweepstakes participation is open only to legal residents of the 50 United States, including the District of Columbia, who are 21 years of age or older at the time of entry. All federal, state and local laws and regulations apply. **The Sweepstakes is void in U.S. Military installations in foreign countries, all other U.S. territories and possessions and where prohibited.**

The following individuals are not eligible to participate in the sweepstakes: employees, contractors, directors and officers of Sponsor and each of its respective parent, subsidiaries and affiliated companies, distributors, wholesalers, retailers, other alcoholic beverage suppliers, and any agencies involved in the administration, development and fulfillment of the Sweepstakes including, but not limited to, Sponsor, web design, advertising, and prize fulfillment companies (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households of each such individual.

2. TO ENTER: The Sweepstakes begins 12:00AM Eastern Time ("ET") on March 1, 2020 and ends 11:59PM ET on May 31, 2020 ("Entry Period"). Registration with Facebook is required to enter electronically. If you do not have a Facebook account, you can sign up at no cost at the app store or at www.facebook.com.

There are three (3) ways to enter:

Go to www.facebook.com/FlatTopWines (the "Facebook Page".) If you haven't done so already, you are encouraged to "Like" the Flat Top Wines Facebook Page. Click on the Sweepstakes tab and complete the official online entry form including your full name, complete mailing address, email address, telephone number and date of birth. Send your entry by clicking on the submit button on the Sweepstakes page.

To enter using your smartphone, open your camera application or another QR code reader to scan the QR code which can be found on the Sponsor's printed communication during the Entry Period. You will be prompted with a link to enter the sweepstakes. Complete the official online entry form. Participants must have a mobile phone with web browsing capabilities to enter and may incur a data charge from their wireless service provider. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate.

Limit one entry per Facebook user account per day. All electronic entries must be received by 11:59:59PM ET on May 31, 2020.

If you are unable to participate via Facebook or smartphone, you may enter by mail by hand printing your full name, complete address, telephone number, email address and date of birth on a plain 3" x 5" card and mail it to: " Flat Top Hills 38°49' Backyard Sanctuary " Sweepstakes, c/o One Line Sports Agency, P.O. Box 610505, Bayside, NY 11361-0505. Group and mechanically reproduced entries, including photocopies, are not eligible. Sponsors will not be responsible for late, lost, illegible, mutilated, incomplete, misdirected or postage due entries. All mail-in entries must be postmarked by May 31, 2020 and received by June 5, 2020. Each entry must be mailed separately.

All entries become the property of Sponsor and will not be acknowledged or returned. By participating in the Sweepstakes, entrants agree to be bound by these Official Rules, and the decision of the Sponsor and Administrator, which shall be final and binding in all respects.

3. PRIZES:

A total of fourteen (14) prizes will be offered in the Sweepstakes. One (1) Grand Prize, (3) First Prizes and (10) Second Prizes will be awarded.

One (1) Grand-Prize winner will receive a \$3,849 pre-paid gift card to be used on a backyard makeover. Gift card not to be used for the purchase of alcoholic beverages. Approximate Retail Value ("ARV") of Grand Prize is \$3,849.

Three (3) First-Prize winners each receive a \$100 gift card to a meal delivery service and Flat Top Hills copper tumbler set and wine bucket. Gift card not to be used for the purchase of alcoholic beverages. ARV of First Prize is \$200.

Ten (10) Second-Prize winners will each receive a Flat Top Hills mini corn hole set and two (2) Flat Top Hills hats. ARV of Second Prize is \$50.

ARV of all prizes is \$4,949. Restrictions may apply. All prize details will be determined by Sponsor in its discretion. No substitution or cash equivalent of prizes is permitted except at Sponsor's sole discretion. Winners are responsible for any and all federal, state and local taxes or assessments and any person winning over \$600.00 in prizes will receive an IRS Form 1099 from Sponsor for the calendar year in which the prize is awarded. Odds of winning depend on the number of eligible entries received. Prizes are awarded "as is."

4. RANDOM DRAWING: Potential winners will be chosen in a random drawing on or about June 8, 2020 from among all eligible entries received by an independent judging organization whose decision with respect to the selection of the winner and the interpretation of these rules and regulations will be final. Winners will be notified by telephone or email. Winners will be required to sign and return an Affidavit of Eligibility, Release and Indemnification and a Publicity Release (where allowed by law) within five (5) business days. If a potential winner does not reply to such notification within five (5) business days, an email notification is not acknowledged after up to three (3) attempts and/or the Affidavit of Eligibility, Release and Indemnification and Publicity Release is not returned to Sponsor within specified time period, winner will be disqualified and an alternate winner will be selected. Personally identifiable information received will be used only to verify eligibility and award prizes.

In the event of any dispute concerning the identity of any entrant of an online entry, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting Facebook account. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the control of the Sponsor. Return of any prize notification as

"undeliverable" will result in disqualification. If for any reason any prize is not claimed or a winner is disqualified, the prize will be forfeited and an alternate winner will be selected from among all eligible entries received during the Entry Period.

5. GENERAL RULES: By acceptance of prize, Winner grants permission to the Sponsor and its agencies to use their names, city, state, and likeness for purposes of advertising, promotions, and trade without further compensation, except where prohibited by law. By entering, participants hereby agree to release, discharge and hold harmless Sponsor, Administrator, Facebook™, their parent, subsidiary and affiliated companies, advertising and promotional agencies and prize suppliers and their respective officers, directors, shareholders, owners, employees, agents, attorneys and representatives (collectively, the "Sweepstakes Entities") from any and all injuries, loss, claims or damages arising out of an entrant's participation in the Sweepstakes and/or acceptance or use or misuse of any prize. No transfer or substitution of prize is permitted except at sole discretion of Sponsor. Winner is responsible for any and all federal, state and local taxes.

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify and/or suspend the Sweepstakes and to disqualify any individual who tampers with the entry process, violates these official rules, or acts in a disruptive manner. Any attempt by an entrant to deliberately damage any website involved in the Sweepstakes or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages, including attorneys' fees, from any such entrant to the fullest extent of the law, including criminal prosecution. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries; or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or on any website or any combination thereof, including any injury or damage to participant's or any other person's computer related to, or resulting from, participation in or downloading any materials from this Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the prizes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the entry mechanism, to be violating these Official Rules or to be acting in a disruptive manner.

6. HOLD HARMLESS: Sweepstakes provided "as is". Winner and entrants agree that the Sweepstakes Entities shall not be responsible or liable for, and each winner and entrant agrees to release and hold harmless the Sweepstakes Entities from losses, damages, or injuries of any kind to person, including personal injury or death, or property resulting from participating in the Sweepstakes or Sweepstakes-related activity, including, but not limited to, the acceptance/possession and/or use or misuse of any prize or any injury or damage to entrant's or third person's property related to or resulting from any prize or any part of the Sweepstakes. By participating in the Sweepstakes, entrants agree that the Sweepstakes Entities will have no liability whatsoever for, and that entrant shall hold the Sweepstakes Entities harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of the prize awarded hereunder.

Without limiting the foregoing, everything regarding the Sweepstakes, including any websites used in connection therewith and any prize awarded hereunder, are 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, all of which are expressly disclaimed by the Sweepstakes Entities.

7. RULES/NAME OF WINNER: A copy of the official rules can be found on the Facebook Page at www.facebook.com/FlatTopWines or send a self-addressed stamped envelope to: " Flat Top Hills 38°49' Backyard Sanctuary " Sweepstakes Official Rules, c/o One Line Agency, P.O. Box 610505, Bayside, NY 11361-0505. Requests received after June 30, 2020 will not be honored. For a list of the Winners, available after August 1, 2020, send a self-addressed stamped envelope to: "Flat Top Hills 38°49' Backyard Sanctuary" Sweepstakes Winner's List, c/o One Line Agency, P.O. Box 610505, Bayside, NY 11361-0505. Requests received after December 31, 2020 will not be honored.

8. DISPUTES: To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or an appropriate California State Court if federal court is not a proper or available venue; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor 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.