

**THE SPRING STEP OUT IN #STERLINGSTYLE CONTEST AND 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 ARE AWARDED AS PART OF ANY PRIZE.**

**OPEN ONLY TO ELIGIBLE LEGAL U.S. RESIDENTS OF FORTY-NINE (49) UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING UTAH) WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

**VOID IN PUERTO RICO, ALL OTHER UNITED STATES TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Spring Step Out In #SterlingStyle Sweepstakes and Contest ("Promotion") is sponsored by Treasury Wine Estates Americas Company ("Sponsor"), 555 Gateway Drive, Napa, CA 94558 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion consists of a contest ("Contest") and a sweepstakes ("Sweepstakes"). The Promotion begins at 12:00 PM Eastern Time ("ET") on March 1, 2020 and ends at 11:59:59 PM ET on May 7, 2020 ("Promotion Period"). The Contest entry phase ("Contest Entry Phase") begins at 12:00 PM Eastern Time ("ET") on March 1, 2020 and ends at 11:59:59 PM ET on May 7, 2020 and is followed by a judging phase ("Judging Phase") which runs from May 8, 2020 at 12:00 AM ET and ends May 22, 2020 at 11:59:59 PM ET. The Sweepstakes runs during the entire length of the Promotion Period and consists of the following ten (10) entry periods (each an "Entry Period"):

<b>Sweepstakes Entry Period</b>	<b>Start Date and Time</b>	<b>End Date (at 11:59:59 PM ET)</b>	<b>Mail-In Post-Marked By Date</b>	<b>Mail-In Received By Date</b>	<b>Approximate Drawing Date</b>
<b>1</b>	March 1, 2020 at 12:00 PM ET	March 8, 2020	March 9, 2020	March 19, 2020	March 20, 2020
<b>2</b>	March 9, 2020 at 12:00 AM ET	March 15, 2020	March 16, 2020	March 26, 2020	March 27, 2020
<b>3</b>	March 16, 2020 at 12:00 AM ET	March 22, 2020	March 23, 2020	April 2, 2020	April 3, 2020
<b>4</b>	March 23, 2020 at 12:00 AM ET	March 29, 2020	March 30, 2020	April 9, 2020	April 10, 2020
<b>5</b>	March 30, 2020 at 12:00 AM ET	April 5, 2020	April 6, 2020	April 16, 2020	April 17, 2020

<b>6</b>	April 6, 2020 at 12:00 AM ET	April 12, 2020	April 13, 2020	April 23, 2020	April 24, 2020
<b>7</b>	April 13, 2020 at 12:00 AM ET	April 19, 2020	April 20, 2020	April 30, 2020	May 1, 2020
<b>8</b>	April 20, 2020 at 12:00 AM ET	April 26, 2020	April 27, 2020	May 7, 2020	May 8, 2020
<b>9</b>	April 27, 2020 at 12:00 AM ET	May 3, 2020	May 4, 2020	May 14, 2020	May 15, 2020
<b>10</b>	May 4, 2020 at 12:00 AM ET	May 7, 2020	May 7, 2020	May 18, 2020	May 19, 2020

Non-winning Sweepstakes entries will carry forward into subsequent Sweepstakes Entry Period drawings. The Administrator's computer is the official clock of the Promotion.

- 2. ELIGIBILITY:** The Promotion is offered only to legal residents of the forty-nine (49) United States and the District of Columbia (excluding Utah) who are at least twenty-one (21) years of age at the time of entry ("Entrant"). Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion 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. 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. 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 Promotion, 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 PROMOTION:** During the Contest Entry Period, an eligible Entrant may enter the Contest by submitting a photograph on Instagram showing his/her "Sterling Style" (your personal style, however the Sterling brand inspires you) with the hashtag "#SterlingStyleContest" and @sterlingvineyards ("Entry"). Note: The photograph does not need to feature a Sterling Vineyards product to receive an Entry, and featuring a Sterling product will not increase an entrant's chances of winning. Entrant will receive one (1) Entry into the Contest and one (1) Entry into the applicable

Sweepstakes Entry Period. Entrant may not upload the same photo more than one (1) time.

Entrant must have a non-private Instagram account. An Entrant must follow @sterlingvineyards on Instagram at the time of entry and for sixty (60) days after the end of the Promotion Period for winner notification purposes. If an Entrant does not have a non-private Instagram account, he/she can create one at no cost from the Instagram app. Please note that an Entrant must agree to comply with the Instagram Terms of Use (<https://www.instagram.com/about/legal/terms/>) and Privacy Policy (<https://www.instagram.com/about/legal/privacy/>) in order to participate in this Promotion. By participating in the Promotion, Entrant understands that he or she is providing his or her information to Sponsor and not Instagram, Inc. ("Instagram"). Further, Entrant specifically agrees to release Instagram from any and all liability associated with this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or any of their affiliates.

By submitting an Entry and using the hashtag "#SterlingStyleContest" and @sterlingvineyards, each Entrant hereby agrees to the terms and conditions set forth in these Official Rules and each Entrant agrees that his/her entry conforms to the entry guidelines and restrictions set forth below ("Entry Guidelines and Restrictions"). Submitting an Entry constitutes Entrant's grant to Sponsor, its parents and affiliates, and the employees, officers, directors, licensees, designees, agents, successors and assigns (collectively, "Grantees"), of a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, post, distribute, publish or create derivative works from and display the Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional, advertising, public relations, trade show and/or marketing purposes, without further compensation, notification or permissions of any kind except where prohibited by law. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights Entrant is granting to use the Entry. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor deems necessary or desirable, and each Entrant irrevocably waives any and all so-called moral rights they may have therein. Each Entrant hereby acknowledges that such Entrant does not reserve any rights in or to the Entry. The displaying of an Entry on any website/social media platform does not constitute verification of eligibility or compliance with these Official Rules and all Entries and Entrants remain subject to verification of eligibility and compliance with these Official Rules as determined by Sponsor at its sole discretion.

Entrants agree that Sponsor has the right, but not the obligation, to use and/or otherwise display the Entries as set forth above, and that if such Entries are, in Sponsor's sole discretion, displayed on any website/social media platform, such Entries may be subject to third party comments that will be publicly viewable, and further, such Entries may also be saved, shared, and/or further e-mailed by such third parties on the internet or otherwise.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE

TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THESE PROMOTION.

Once an Entry is submitted in the Promotion it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. All entries must be received during the Promotion Period and must comply with these Official Rules, including, but not limited to the entry requirements set forth below.

**Entry Guidelines and Restrictions:** All Entries must comply with the following restrictions:

- Must be submitted during the Promotion Period;
- Must be the Entrant's original content;
- Must be created solely by the Entrant, and may not be plagiarized, have been previously published or have previously won a prize or award;
- Must be in English, except for commonly understood foreign words;
- Must contain the hashtag "#SterlingStyleContest" and @sterlingvineyards;
- Must follow the instructions and comply with these Official Rules;
- Must comply with the Instagram Terms of Service as applicable;
- Must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- Must have permission from any individual identifiable in any photograph besides the Entrant, or must not include any identifiable individual besides the Entrant. Entrant must be able to provide written proof of permission from any identifiable individual upon Sponsor's request. Any individual identifiable in any photograph must be twenty-one (21) years old or older;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Promotion;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), trade names, or patented features). Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not prominently feature any third party logos or marks. Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must not include personally identifiable information, including but not limited to phone numbers or e-mail addresses;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);

- Must not contain any express or implied commercial endorsement;
- Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
- Must not contain material or statements that promote use of alcohol by minors, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

Sponsor reserves the right, but is not obligated, to disqualify any Entry that fails to comply with the foregoing Entry Guidelines and Restrictions.

**Entry Limit:** Limit one (1) Entry into the Contest and one (1) Entry into the Sweepstakes, per person, per day during the Promotion Period. A day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET, except for March 1, 2020, when a day will start at 12:00 PM ET and end at 11:59:59 PM ET. If entries are received from the same person/Instagram account in excess of the stated entry limits, the entries will be void, subject to Sponsor's discretion.

- 4. HOW TO EARN BONUS SWEEPSTAKES ENTRIES:** During the Promotion Period, after an Entrant enters the Contest, he/she will receive a direct message from Sponsor on Instagram providing Entrant with [www.SterlingStyleContest.com](http://www.SterlingStyleContest.com) ("Website"). Entrant must visit the Website and follow the links and instructions to complete and submit the registration form, including, but not limited to: his/her first and complete last name (no initials), phone number, city, state, enter his/her Instagram credentials, and agreement to these Official Rules. Entrant may then earn additional Sweepstakes entries by taking the following actions:

**A. Opt-In For E-Mails:** During the Promotion Period, an Entrant may follow the links and instructions to opt-in to receive e-mail marketing messages from the Sponsor. Entrant will receive five (5) Sweepstakes entries into the applicable Entry Period for opting-in to receive e-mail marketing messages. If entrant has previously opted-in to receive marketing messages from Sponsor via a previous phase of this Promotion, he/she will automatically receive five (5) Sweepstakes entries.

**B. Qualifying Purchase and Receipt Upload:** During the Promotion Period, an Entrant who is not a California resident may purchase any one (1) bottle of Sterling Vineyards Wine ("Qualifying Purchase") and follow the instructions at the Website. Entrant must circle the Qualifying Purchase on the receipt and upload the receipt on the Website. An Entrant who is a resident of California may not enter the Sweepstakes by making a Qualifying Purchase and uploading a receipt at the Website. If a resident of California uploads a receipt at the Website, he/she will not receive an entry. A resident of California may instead take a photo of the Qualifying Purchase product and upload the photo at the Website. Upon verification, an Entrant will receive one (1) Sweepstakes entry into the applicable Entry Period for each Qualifying Purchase on an uploaded receipt (or, for a resident of California, one [1] Sweepstakes entry into the applicable Entry Period for each Qualifying

Purchase product in an uploaded photo). An Entrant must circle each Qualifying Purchase on his/her receipt. The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. An Entrant may include multiple Qualifying Purchases (or multiple pictured Qualifying Purchase products for California residents) on a single receipt/photo (each Qualifying Purchase should be circled separately), but a Qualifying Purchase and receipt/photo may each only be used once. Digital receipts will not be accepted. Duplicated receipts/photos will not be accepted. Receipts/photos must be readable. Mechanical reproductions, altered receipts/photos or unreadable receipts/photos will not be accepted. Receipts/photos submitted in excess of the limits set forth herein will not be accepted. An Entrant should keep all original receipts/photos submitted, as Sponsor may request Entrant provide an original receipt/photo for verification. Limit: an Entrant may upload five (5) receipts/photos total and earn five (5) total Sweepstakes entries combined via Qualifying Purchase and receipt upload/photo upload and Mail-In Entry (as described below) during the Promotion Period.

**Mail-In Entry:** To enter via mail and without making a purchase, 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: Spring Sterling Style Sweepstakes and Contest, PO Box 251328, West Bloomfield, MI 48325. An Entrant will receive one (1) Sweepstakes entry into the applicable Sweepstakes Entry Period for a valid Mail-In Entry. All Mail-In Entries must be postmarked by and received by the dates indicated in the chart above 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. Limit five (5) total entries combined via Mail-In Entry and Qualifying Purchase and receipt upload/photo upload (as described above) during the Promotion Period.

- 5. CONTEST JUDGING PHASE AND WINNER DETERMINATION:** During the Contest Judging Phase, the Entries will be judged by a panel of qualified judges selected by the Sponsor ("Judges"). The Judges will score the entries according to the following weighted criteria: (i) Creativity/Originality: 40%; (ii) Fit with Contest Theme: 30%; and (iii) Brand Appeal: 30% ("Judging Criteria"). The Entrant who submits the one (1) Entry that receives the highest score will be declared the potential Contest prize winner. The Contest winner is a potential winner pending verification of eligibility and compliance with the Official Rules. In the event of any ties, the Entry with the highest score in criterion (ii) Fit with Contest Theme will prevail. In the event there are still any ties, the tied entries will be judged again and the Entry with the highest overall score will prevail. If a potential winner is found to be ineligible or does not comply with these Official Rules, or otherwise does not accept his/her prize as awarded, he/she will be disqualified and the entry with the next highest judges score will be named a potential winner. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the winners. Judging scores will not be revealed. Sponsor reserves the right to not award the Contest prize if, in its sole discretion, it does not receive a sufficient number of qualified entries. The potential Contest prize winner will be contacted on or around May 25, 2020.

**6. SWEEPSTAKES RANDOM DRAWING:** On or about each drawing date indicated in the chart above in Section 1, the Administrator will select eight (8) potential Sweepstakes prize winners in a random drawing from all eligible Sweepstakes entries received during Entry Period 1, seven (7) potential Sweepstakes prize winners in a random drawing from all eligible Sweepstakes entries received during Entry Periods 2 – 9, and four (4) potential Sweepstakes prize winners in a random drawing from all eligible Sweepstakes entries received during Entry Period 10 (“Sweepstakes Prize Winner”) in a random drawing from all eligible Sweepstakes entries received during each Entry Period for a total of sixty-eight (68) potential Sweepstakes Prize Winners. Each Sweepstakes Prize Winner is deemed to be a potential Sweepstakes Prize Winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion.

**7. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):**

**A. Contest Prize (1):** The Contest winner will receive a trip to New York, New York (“Contest Prize”). Trip includes round-trip coach class air transportation from a major commercial airport near winner’s residence to New York, New York for winner and one (1) adult guest (age twenty-one [21] or older), three (3) nights hotel standard accommodations (single room/double occupancy), ground transportation to/from hotel and airport, and a check for \$7,000 (for winner only). Winner’s guests must be twenty-one (21) years of age or older. If the winner elects to travel or partake in the Contest Prize without a guest, no additional compensation will be awarded to the winner. Trip must be taken between June 1, 2020 and September 30, 2020 or prize will be forfeited. Winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least seven (7) days in advance. Guest of winner must sign and return a travel liability release before travel will be booked. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Contest Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Contest Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of the event. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable

license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to winner and/or his/her guest if either winner or his/her guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. The ARV of the Contest Prize is \$11,000.

**B. Sweepstakes Prize (68 total; 8 per Entry Period 1; 7 17 per Entry Periods 2-9; and 4 per Entry Period 10):** The Sweepstakes prize is a \$150 Gift Card (subject to Sponsor's discretion; terms and conditions of Gift Cards apply ("Sweepstakes Prize"). The ARV of each Sweepstakes Prize is \$150. The odds of winning the Sweepstakes Prize depends on the number of eligible entries received during each Entry Period. The total ARV of all Sweepstakes Prizes is \$10,200.

**C. General:** Limit one (1) Contest Prize and one (1) Sweepstakes Prize per person. Non-cash portion of prizes cannot be redeemed for cash. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners are responsible for all federal, state and local taxes associated with acceptance and use of the prize. All prize details are at Sponsor's sole discretion.

**8. WINNER VERIFICATION:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Sponsor or Administrator will notify the potential Contest winner by sending him/her a message from @sterlingvineyards on Instagram with instructions on how to redeem the Contest Prize. Sponsor or Administrator will notify the potential Sweepstakes winner via email with instructions on how to redeem the Sweepstakes Prize. The potential Contest winner must respond to the initial winner notification within forty-eight (48) hours or he/she may be disqualified, at Sponsor's sole discretion. The potential Contest winner will be required to sign and execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") within five (5) days of prize notification. If the potential Contest winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, the potential Contest winner may be disqualified and an alternate winner may be selected. Potential Contest Prize winner may be subject to a background check before the Contest Prize is awarded. Sponsor reserves the right to disqualify the potential Contest Prize winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Contest Prize to any such individual might reflect negatively on the Sponsor. Upon verification of eligibility and compliance with these Official Rules, the Contest winner will be contacted by Sponsor or Administrator to arrange travel and fulfillment. If any potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the respective prize may be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to an alternate winner, as determined by Sponsor in its sole discretion. A prize will go unawarded, at Sponsor's sole discretion, if, after a reasonable effort to award the prize, Sponsor is unable to award the prize to a verified winner.

Administrator will attempt to notify each potential winner as set forth above, but Released Parties are not responsible for any undelivered Instagram, e-mail, or other

messages that are not received because of a winner's privacy or spam filter settings which may divert any Promotion 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.

THE CONTEST WINNER, WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR 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 THE WINNER.

- 9. LIMITATION OF LIABILITY:** By participating in this Promotion, Entrants agree that Sponsor, Administrator, Instagram, LLC, and each of their respective parents, 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 (collectively, "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, delayed, garbled, postage due or undeliverable tweets posts, messages, e-mails 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, 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 Promotion; (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 Promotion and/or accepting a Prize including any item redeemed therewith and/or any travel related thereto; 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 Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, 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 Promotion, including without limitation, in connection with any costume created, sold, distributed or otherwise used by the Released Parties regardless of whether such costumes is similar or identical to the costume contained in Entrant's entry; 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 Promotion, including, but not limited to, any Promotion -related activity or element thereof, and the

Entrant's entries, participation or inability to participate in the Promotion; (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 (including any travel or activity related thereto)); (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 Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of the winners 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 Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prize will be awarded according to Section 4 above.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, 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.

**10. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. 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 JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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. CONTESTANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY CONTESTANT AND/OR PROMOTION 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.**

**11. PRIVACY:** Sponsor's privacy policy is available at <https://www.tweglobal.com/privacy>.

**12. PUBLICITY RIGHTS:** By participating in the Promotion 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, user name(s), address (city and state), biographical information, photos (including, without limitation, profile photo(s)), picture, portrait, likeness, voice, and/or statements regarding the Promotion 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.

**13. GENERAL:** Any attempted form of participation in this Promotion 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 Promotion; 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 Promotion and void all associated entries. Any attempted form of participation in this Promotion 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 Instagram or Twitter accounts, 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 Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or the 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 associated with the social media account used to enter. "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. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) 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 Promotion details contained in these Official Rules and Promotion 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 Promotion as set forth in these Official Rules shall prevail.

- 14. WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Step Out in #SterlingStyle Sweepstakes and Contest Winners List Request, PO Box 251328 West Bloomfield, MI 48325. Winners List requests must be received by July 7, 2020.

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