

**Bogle United States of Pizza  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** Bogle United States of Pizza ("Promotion") begins at 12:01 AM Eastern Time ("ET") on March 1, 2020 and ends at 11:59:59 PM ET on May 31, 2020 ("Promotion Period"). *The promotion contains a contest of skill ("Contest") and a game of chance ("Instant Win" and "Sweepstakes"). The computer clock of Sponsor is the official time-keeping device in the Promotion.*

1. **ELIGIBILITY:** The Promotion is open only to legal residents of forty-nine (49) United States (excluding Utah and Puerto Rico) and the District of Columbia, who are twenty-one (21) years of age or older at the time of Promotion registration. Employees, officers and directors of Bogle Vineyards (the "Sponsor"), and any of its subsidiaries and affiliates, BFG Marketing, Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
2. **SOCIAL MEDIA DISCLOSURE AND PRIVACY POLICY:** This Promotion is in no way sponsored, endorsed, administered by, or associated with Pinterest, Facebook, Instagram, Twitter or any other social media platform and Sponsor and entrants hereby release Pinterest, Facebook, Instagram and Twitter from any and all liability, loss or damage resulting from administration of, communication of or participation in the Promotion. You are providing your information to Sponsor and not to these social media platforms. All personal information collected by Sponsor will be used for administration of the Promotion. In addition, entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Sweepstakes and/or Contest Entrants (defined below) may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Sponsor's privacy policy located at <https://boglewinery.com/privacypolicy> for important information regarding the collection, use and disclosure of personal information by Sponsor.
3. **HOW TO PARTICIPATE:** There are two (2) ways to participate in the Promotion, by entering the Contest or entering the Instant Win Game & Sweepstakes. Within the Sweepstakes, there are three (3) ways to earn additional entries as described below. To begin, go to [www.BoglePizza.com](http://www.BoglePizza.com) ("Website") during the Promotion Period to gain access to a registration form, or log in if you have previously participated in one of Sponsor's promotions. Enter your email address and select one (1) or both of the following two (2) ways to participate outlined below. Upon selecting from the below options, you will be prompted with the following instructions:
  - A. **Instant Win Game & Sweepstakes:** Enter the Instant Win Game & Sweepstakes by completely entering your correct information on the registration form (required fields include: Full Name, Email Address, Full Mailing Address, Phone Number and Birth Date) with your true and correct information to become a registered entrant ("Sweepstakes Entrant"). Upon registering as a Sweepstakes Entrant, you will earn one (1) Sweepstakes Entry into the Promotion and one (1) gameplay for the "Spin to Win" Instant Win game ("Game"). When the Instant Win Game is completed you will be notified if you are a winner or loser. All winners are subject to verification before any prize will be awarded. Upon completion, you will have the opportunity to share

the Promotion with others. Entrants may come back and participate each date. **You can log-in via email only one (1) time per day and will earn one (1) Sweepstakes Entry and one (1) Instant Win gameplay.**

- i. **ADDITIONAL SWEEPSTAKES ENTRIES – ONE2MANY:** Entrants will be able to earn additional Sweepstakes Entries if you share the Promotion via Twitter and/or Pinterest using your unique link created through the One2Many program (“Unique Link”). When sharing via social media, your referral must click on your Unique Link to access the Promotion. Each referral **MUST** be eligible and complete registration as a Sweepstakes Entrant for you to earn an additional Sweepstakes Entry only. **Limit of up to twenty (20) additional Sweepstakes Entries regardless of the number of referrals you make during the Promotion Period.**
- ii. **ADDITIONAL SWEEPSTAKES ENTRIES – APP DOWNLOAD:** Entrants will be able to earn one (1) additional Sweepstakes Entry by downloading the Bogle Vineyards Augmented Realty Wine Labels Application (the “App”) from the Thank You Page of the Website. **Limit of one (1) additional Sweepstakes Entry per person by clicking to download the App during the Promotion Period.**
- iii. **ADDITIONAL SWEEPSTAKES ENTRIES – CONTEST VOTING (SEMI-FINALISTS PUBLIC VOTE & SWEEPSTAKES):** To vote in the Contest (Contest details below in Section B), you must be at least 21 years of age or older at the time of voting. Voting on the Semi-Finalists begins at 12:00:00 PM ET on May 11, 2020 and ends at 11:59:59 PM ET on May 31, 2020. To place a vote, visit the Website during the Public Vote Period. You must follow the on-screen instructions to submit your name and email address (as well as any other required information), if you haven’t done so previously. Upon submitting your name and email address, you will be able to place one (1) vote for your favorite Entry. By submitting a vote, you will receive one (1) Entry (“Sweepstakes Entry”) into the Sweepstakes portion of the Promotion. You are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Votes generated by script, macro or other automated means or which subvert or impair the integrity of the voting process will be void. Any attempt to exceed the limited number of votes, shall give the Sponsor the right to void the votes in question and disqualify the Contest Entry, at its sole discretion. Limit of one (1) vote per person, per email address, per day, throughout the Promotion Period. A “day” is understood to mean 12:00 a.m. ET through 11:59 p.m. ET. Six (6) Entries (one (1) from each of the following regions: Pacific (Washington, Oregon, California, Hawaii, Alaska), Rocky Mountains (Montana, Idaho, Nevada, Wyoming, Colorado) Southwest (Arizona, New Mexico, Oklahoma, Texas), Northeast (Maine, New Hampshire, Vermont, New York, Massachusetts, Rhode Island, Connecticut, New Jersey, Pennsylvania), Southeast (Delaware, Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia, Florida, Kentucky, Tennessee, Alabama, Mississippi, Arkansas, Louisiana) and Midwest (North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Iowa, Missouri, Wisconsin, Illinois, Michigan, Indiana, Ohio)) with the highest votes from the Public Vote (and judging scores) will be deemed the Finalists and invited to attend the Bake-Off Competition at Bogle Vineyards, CA (additional details included in Section 5 below).
- iv. **INSTANT WIN PRIZE AWARDING/ODDS:** Two Hundred Fifty (250) Instant Win prize winners will be determined randomly throughout the Promotion Period. Odds of winning an Instant Win Prize depend on the number of eligible Entries received and the date and time when a particular Promotion participant plays the Game.

- v. **SWEEPSTAKES DRAWING/ODDS:** On or about June 2, 2020, the Administrator will conduct a random drawing from all eligible Entries received during the Promotion Period to select the Sweepstakes Grand Prize Winner. Odds of winning depend on number of eligible Sweepstakes Entries received (outlined below).

**B. Contest:** On the entry form, you will need to completely enter your information (required fields include: Full Name, Email Address, Full Mailing Address, Phone Number and Birth Date). Upon completion of the entry form, you will then be asked to upload your favorite pizza recipe into the free form box, recipe title and optional photo showcasing your pizza/recipe via your PC or mobile device. Acceptable formats include JPG and PNG files that do not exceed 10MB. After your submission is approved by the Sponsor, based on compliance with the “Requirements of Contest Entries” listed below (each a “Contest Entry”), your Contest Entry will appear in the public gallery on the Website during Phase 3 as outlined below. You will also have the opportunity to share your Contest Entry with others.

By submitting a Contest Entry that includes photo(s), you hereby warrant and represent that you have the legal authority to consent for the photo(s) uploaded and to its use as otherwise set forth in these Official Rules, and you hereby consent and grant permission for your Contest Entry to be posted on the Website or other websites, without notice or any form of payment to or further approval from you. You agree that Promotion Parties are not responsible for any unauthorized use of Entries by third parties. Sponsor does not guarantee the posting of any Contest Entry.

- i. **REQUIREMENTS OF CONTEST ENTRIES:** Contest Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:
- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
  - Promotes alcohol abuse, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
  - Is obscene or offensive; endorses any form of hate or hate group;
  - Appears to duplicate any other submitted entries;
  - Defames, misrepresents or contains disparaging remarks about other people or companies;
  - Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
  - Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
  - Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
  - Contains any individual other than the you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
  - Contains look-alikes of celebrities or other public or private figures, living or dead;
  - Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
  - Violates any law.

By submitting a Contest Entry, you represent and warrant that your Contest Entry is original to you, that the Contest Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting a Contest Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting a Contest Entry, you acknowledge and agree that Sponsor may receive other Contest Entries under this Promotion that may be similar or identical to the Contest Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Contest Entry reviewed and/or used by Sponsor may be similar to your Contest Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

ii. **CONTEST TIMING:** The Contest will consist of five (5) phases, as detailed below:

- **Phase 1 – Call to Entry:** Begins at or about 12:00:01 AM ET on March 1, 2020 and ends at 11:59:59 AM ET on May 1, 2020
- **Phase 2 – Interim: Judging Semi-Finalists (see details in section 3B iii. below):** Begins at or about 12:00:00 PM ET on May 1, 2020 and ends at 11:59:59 AM ET on May 11, 2020
- **Phase 3 – Public Vote on Semi-Finalists (see details in section 3A iii. above):** Begins at or about 12:00:00 PM ET on May 11, 2020 and ends at 11:59:59 PM ET on May 31, 2020
- **Phase 4 – Interim: Finalist Selection for Top Six (6) & Bake Off Competition:** Begins at or about 12:00:00 AM ET on June 1, 2020 and ends at 11:59:59 AM ET on November 1, 2020
  - **Bake Off Competition** – Top Six (6) Finalists will be invited to attend the Bake Off Competition at Bogle Vineyards, CA on/around October 15, 2020. Semi-Finalists must acknowledge ability to travel to competition and be willing to compete, or their spot may be forfeited.
- **Phase 5 – Winner Announcement:** The Winner(s) will be announced on or about November 1, 2020.

iii. **SEMI-FINALIST JUDGING:** The judging panel, selected by the Sponsor, will score each Entry based on the following criteria:

- Appetite Appeal (20%)
- Presentation/Delivery (30%)
- Creativity (50%)

Entries that do not contain all required entry information or are considered inappropriate for any reason are not eligible. Twelve (12) Entries (two (2) from each of the following regions: Pacific (Washington, Oregon, California, Hawaii, Alaska), Rocky Mountains (Montana, Idaho, Nevada, Wyoming, Colorado) Southwest (Arizona, New Mexico, Oklahoma, Texas), Northeast (Maine, New Hampshire, Vermont, New York, Massachusetts, Rhode Island, Connecticut, New Jersey, Pennsylvania), Southeast (Delaware, Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia, Florida, Kentucky, Tennessee, Alabama, Mississippi, Arkansas, Louisiana) and Midwest (North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Iowa, Missouri, Wisconsin, Illinois, Michigan, Indiana, Ohio) with the highest score from the Judges will be deemed the Semi-Finalists. In the event of a tie, an additional "tie-breaking" judge will be brought in to evaluate the tied entries, based on the Judging Criteria above. Sponsor reserves the right not to select twelve (12) Semi-Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

4. **WINNER NOTIFICATION:** Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal

or greater value, if prize, or portion of prize, becomes unavailable. All potential prize winners over \$600 will be notified by email and/or phone. Potential winner(s) will have three (3) days to respond to winning notification before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. All potential Prize winners over \$600 will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within three (3) business days of date of issuance. All prizes will be fulfilled in approximately six (6) to eight (8) weeks after the promotion has ended. If the potential winning entrant of any prize cannot be contacted; is ineligible; fails to claim the prize; if the Prize Notification is returned undeliverable; or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize will be awarded to an alternate.

**5. PRIZES/PRIZE RESTRICTIONS:** A total of Two Hundred Seventy-One (271) prizes will be awarded during the Promotion.

- i. CONTEST GRAND PRIZE (1):** One (1) Contest Grand Prize will be awarded. The Contest Grand Prize winner will receive an all-inclusive trip for two (2) (winner and one (1) guest) to Las Vegas, NV. The trip will consist of:
- Round-trip coach air transportation for winner and one (1) guest from a major airport, as determined by Sponsor, near the winner's home within the continental U.S. to Las Vegas, NV
  - One (1) standard room for two (2) for six (6) days/ five (5) nights in Las Vegas, NV
  - Roundtrip ground transportation to and from hotel
  - Two (2) tickets to the International Pizza Expo 2021
  - Two (2) tickets to Making Pizza with Tony Gemignani Part 1
  - Two (2) tickets to Making Pizza with Tony Gemignani Part 2
  - Two (2) tickets to Scott's Pizza Tour of Las Vegas

**The Approximate Retail Value ("ARV") of the Contest Grand Prize is \$4,670.00**

**CONTEST GRAND PRIZE RESTRICTIONS:** Actual prize value depends on the location of the winner's residence and dates of travel. **Travel must be taken before March 31, 2021 and must be reserved fourteen (14) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner.** Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If winner and guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guest must travel from major airport closest to the winner's residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated with air travel are the winner and travel guest's responsibility. In the event the winner lives within 100 miles from Las Vegas, NV, ground transportation only (not air transportation) will be provided to and from the hotel. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and trip must be taken on a date of the Sponsor's choosing. If winner and guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Entities are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations,

transportation, airline tickets, and experiential tickets will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 21), and must complete and return a publicity and liability release within five (5) days of date of issuance. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner.

- ii. **CONTEST RUNNER-UP PRIZE (1):** One (1) Contest Runner-Up Prize will be awarded. The Contest Runner-Up Prize winner will receive a prize package consisting of:
- Two (2) Mont Alpi Portable Pizza Ovens
  - One (1) Cash Prize of \$500

**The ARV of the Contest Runner-Up Prize is \$1,050.00**

- iii. **CONTEST COMPETITION REGIONAL FINALIST PRIZES (6):** Six (6) Contest Competition Regional Finalist Prizes will be awarded. Each Contest Competition Regional Finalist Prize winner will receive an all-inclusive trip for two (2) (winner and one (1) guest) to attend the Bake Off Competition at Bogle Vineyards, CA. Each trip will consist of:
- Round-trip coach air transportation for winner and one (1) guest from a major airport, as determined by Sponsor, near the winner's home within the continental U.S. to Clarksburg, CA
  - One (1) standard room for two (2) for four (4) days/ three (3) nights in Clarksburg, CA
  - Roundtrip ground transportation to and from the airport and hotel
  - One (1) check in the amount of \$500
    - This will be intended to cover ingredients and supplies

**The ARV of each of the Contest Competition Regional Finalist Prizes is \$2,900.00**

**CONTEST COMPETITION REGIONAL FINALIST PRIZE RESTRICTIONS:** Winners must acknowledge ability to travel to competition and be willing to compete, or their spot may be forfeited. Actual prize value depends on the location of the winner's residence and dates of travel. **Travel must be taken on Competition dates (TBD) in 2020 and must be reserved fourteen (14) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner.** Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If winner and guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guest must travel from major airport closest to the winner's residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated with air travel are the winner and travel guest's responsibility. In the event the winner lives within 250 miles from Clarksburg, CA, ground transportation only (not air transportation) will be provided to and from the hotel. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and trip must be taken on a date of the Sponsor's choosing. If winner and guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline

carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Entities are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations, transportation and airline tickets will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 21), and must complete and return a publicity and liability release within five (5) days of date of issuance. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner.

- iv. **CONTEST SEMI-FINALIST PRIZES (12):** Twelve (12) Contest Semi-Finalist Prizes will be awarded. Each Contest Semi-Finalist Prize winner will receive
  - One (1) year Yummly Pro subscription.

**The ARV of each of the Contest Semi-Finalist Prizes is \$59.88**

- v. **INSTANT WIN PRIZES (250):** Two Hundred and Fifty (250) Instant Win Prizes will be awarded. Each Instant Win Prize winner will receive:
  - One (1) month Yummly Pro subscription.

**The ARV of each Instant Win Prize is \$4.99**

- vi. **SWEEPSTAKES GRAND PRIZE (1):** One (1) Sweepstakes Grand Prize will be awarded. The Sweepstakes Grand Prize winner will receive a prize package consisting of:
  - One (1) Mont Alpi Portable Pizza Oven
  - One (1) One-Year Yummly Pro subscription

**The ARV of each Sweepstakes Prize is \$345.88**

**The ARV of all Promotion prizes is \$25,420.94**

- 6. **PRIZE LIMITATIONS:** Users who win an Instant Win prize are eligible to win the Sweepstakes Grand Prize. Additionally, if a user wins the Sweepstakes Grand Prize, they are eligible to win a Contest Prize. If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the administrator, or will be void. Entries generated by script, macro or other automated means, which subvert the entry process, are void. All Entries become the property of Sponsor and will not be acknowledged or returned. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.
- 7. **GENERAL PRIZE CONDITIONS:** Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. All prize winners (or guests of winners) must be 21 years of age or older.
- 8. **OWNERSHIP OF ENTRIES:** By submitting a Sweepstakes or Contest Entry, you agree to be bound by these Official Rules and grant Sponsor an exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Sweepstakes or Contest Entry, including without limitation the right to distribute all or part of your Sweepstakes or Contest Entry in any media formats through any media channels. By submitting a

Sweepstakes or Contest Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Promotion and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the following Privacy Policy, <https://boglewinery.com/privacypolicy>.

- 9. MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Online Entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- 10. RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to 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, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure,



or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 9.

**CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 12. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this 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 or provisions (whether of the State of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of California. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 13. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form will be issued to any prize winner over \$600.
- 14. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by December 31, 2020 to: Bogle United States of Pizza Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

**SPONSOR:** Bogle Vineyards, 49762 Hamilton Road, Clarksburg, CA 95612.

**ADMINISTRATOR:** Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

*This Promotion is in no way sponsored or endorsed by Yummly Inc. and Whirlpool Corp.*