

Bogle Vineyards' Phantom Wine Ghost Story Contest
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. NO ALCOHOL AS A PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Bogle Vineyards' Phantom Wine Ghost Story Contest ("Contest") begins at 12:01 AM Pacific Time ("PT") on September 1, 2021 and ends at 11:59:59 PM PT on October 31, 2021 ("Contest Period"). *The Contest consists of a writing contest where ghost stories may be submitted and up to five hundred (500) Eligible Entries (defined below) will be judged to pick a winner. The computer clock of Sponsor is the official time-keeping device in the Contest.*

1. **ELIGIBILITY:** The Contest is open only to legal residents of forty-nine (49) United States (excluding Utah) and the District of Columbia, who are twenty-one (21) years of age or older at the time of Contest registration. Employees, officers and directors of Bogle Vineyards (the "Sponsor"), and any of its subsidiaries and affiliates, their respective parent companies, affiliates, subsidiaries, advertising, legal, 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), alcohol wholesalers and retailers and their respective officers, directors and agents, are not eligible to participate in the Contest. By participating in the Contest, 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 Contest 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 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 Contest 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 Contest. 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 Contest. 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 Contest Entrants 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 is one way to participate in the Contest, by entering the Contest at www.PhantomGhostStories.com ("Website") during the Contest Period to gain access to a registration form. Contest Entries (defined below) that meet the Requirements (also defined below) that will be eligible for judging ("Eligible Entries") are capped at five hundred (500). Once the Sponsor has received five hundred (500) Eligible Entries, registration will be closed. If registration forms are still open on the Website, you will be prompted with the following instructions:
 - B. **Registration:** On the registration form, you will need to completely enter your information (required fields include: Full Name, Email Address, Full Mailing Address, Phone Number and Birth Date).
 - C. **Entry Submission:** Upon completion of the registration form, you will then be asked to enter your short story, maximum of 1,000 words and minimum of 250 words, text only (no pictures or graphics), into the free form box via your PC or mobile device. 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 be deemed an Eligible Entry and will be submitted to the Sponsor for review.

By submitting a Contest Entry you hereby consent and grant permission for your Contest Entry to be posted on the Website or other websites, including social media, 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; gratuitously violent; derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
 - 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;
 - Appeals to children or minors or promotes underage drinking;
 - 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, without permission;
 - Contains 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 Contest 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 a prize or any compensation because of Sponsor's use of such other similar or identical material.

- ii. **CONTEST TIMING:** The Contest will consist of four (4) phases, as detailed below:
- **Phase 1 – Call to Entry:** Begins at or about 12:00:01 AM ET on September 1, 2021 and ends at 11:59:59 AM ET on October 31, 2021
 - **Phase 2 – Judging:** Begins at or about 12:00:00 PM ET on November 1, 2021 and ends at 11:59:59 AM ET on November 19, 2021

- **Phase 3 – Winner Announcement:** The Winner(s) will be announced on or about November 31, 2021.
- **Phase 4 - Video Production:** Following the announcement of the winner and fulfillment of the contest grand prize (as outlined below in section 5), the winning short story may be made into a short video production that will be used for marketing in connection with Phantom Wines.

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

- Creativity and Originality (50%)
- Spookiness and Entertainment Value (40%)
- Writing Quality and Technical Accuracy (10%)

Entries that do not contain all required entry information or are considered inappropriate for any reason are not eligible.

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. Potential prize winner 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. Potential prize winner 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. Prize will be fulfilled in approximately six (6) to eight (8) weeks after the Contest 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 One (1) prize will be awarded during the Contest. No alcohol is given as part of the prize.
 - i. **CONTEST GRAND PRIZE (1):** One (1) Contest Grand Prize will be awarded. The Contest Grand Prize winner will receive:
 - i. Writer credits for final video production of the winning short story and \$5,000 in the form of a check. The winning short story may be made into a short video production that will be used for marketing in connection with Phantom Wines. (ARV: \$5,000)

The Approximate Retail Value ("ARV") of the Contest Grand Prize is \$5,000.00

CONTEST GRAND PRIZE RESTRICTIONS: Any difference between stated value and actual value will not be awarded. Certain restrictions, as determined by Sponsor, may apply. 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. 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 are the sole responsibility of winner.

The ARV of all Contest prizes is \$5,000.00

6. **PRIZE LIMITATIONS:** 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 winner's 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 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. In the event that your entry is selected as the Winner, you agree to grant Sponsor an exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform and/or record, 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 Contest 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:** BY ENTERING THE CONTEST, 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 CONTEST 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 Contest-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 Contest, or award the prizes for the Contest from among all eligible, non-suspect entries received as of the date of termination using a random drawing for the Sweepstakes, if for any reason this Contest is not capable of running as planned due to any reason, or any factors beyond Sponsor's reasonable control, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may affect the administration, corrupt or impair the security, integrity, fairness or proper play of the Contest. Sponsor and Parties are not liable in the event that any portion of or the entirety of the Sweepstakes must be cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, government order or any other condition beyond their control (a "Force Majeure Event"). Promotion Parties are not responsible or liable

for any events which may cause errors and/or the Contest 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 Contest or downloading any materials in this Contest. 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 Contest, the processing of Entries, or in any other Contest-related materials. Promotion Parties may stop you from participating in this Contest 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 5.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST 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 Contest, 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 Contest 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 January 30, 2022 to: Phantom Ghost Story Contest Winners List Request, 49762 Hamilton Road, Clarksburg, CA 95612.

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