

**Bogle Vineyards Home Ranch Experience Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** Bogle Vineyards Rivercats Wine Tasting Giveaway Sweepstakes ("Promotion") begins at 12:00:01 PM Pacific Time ("PT") on April 28th, 2021 and ends at 11:59:59 AM PT on May 7, 2021 ("Promotion Period"). *The promotion contains a game of chance ("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 California, 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 the Sacramento Rivercats, and any of their subsidiaries and affiliates, 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), alcohol wholesalers and retailers and their respective officers, directors and agents, 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, 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 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 Facebook, Instagram, or any other social media platform and Sponsor and entrants hereby release Facebook and Instagram 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 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 ENTER THE PROMOTION:** NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE CHANCES OF WINNING. **ENTRY VIA WEBSITE:** Visit <https://www.milb.com/sacramento/fans/contests> (the "Website") during the Promotion Period. Enter the Sweepstakes by completely entering your true and correct information on the registration form in the required fields (required fields include: Full Name, Full Mailing Address, Phone Number, Date of

Birth and Email Address). Upon registering, you will receive one (1) entry into the Sweepstakes (“Sweepstakes Entry”) and will have the opportunity to share the Promotion with others via your social media account. Limit of one (1) Sweepstakes Entry per person, per email address throughout the Promotion Period. Each Entrant who enters using this method of entry will receive one Sweepstakes Entry in the Promotion; only one Sweepstakes Entry per natural person. Only qualified Sweepstakes Entries submitted and received and accepted by Sponsor during the Promotion Period will be accepted. Participation in the Promotion in any way, including submission of any entry or the partial completion of any act of entry or any other step taken to participate in the Promotion in any manner, constitutes full and unconditional agreement with all provisions of these Official Rules. Sweepstakes Entries not legitimately submitted in accordance with these Official Rules are void.

**ADDITIONAL SWEEPSTAKES ENTRIES – FANCOMPASS:** Entrants will be able to earn up to ten (10) additional Sweepstakes Entries if you share the Promotion via Twitter, Facebook and/or email using your unique link created through the FanCompass program (“Unique Link”) and your link is used by others (up to ten (10) friends) to enter the Promotion. 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. All Sweepstakes entries have the same chances of winning.

4. **SWEEPSTAKES DRAWING/ODDS:** On or about May 7, 2021, Sponsor will conduct a random drawing from all eligible Sweepstakes Entries and select one (1) potential Sweepstakes Prize winner (“Selected Entrant”). Odds of winning a Sweepstakes Prize is based on the total number of eligible Sweepstakes Entries received during the Promotion Period.

5. **WINNER NOTIFICATION:** Winner will be announced on Instagram and Facebook and Twitter through the @rivercats accounts. Winner will also be notified directly via email. Prize 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. Selected Entrant will be contacted via direct message on Instagram. Selected Entrant will have two (2) days to respond to prize notification before forfeiting their prize. Selected Entrant becomes the “Winner” only after verification of eligibility by Sponsor. All Selected Entrants will be sent an Affidavit of Eligibility/Liability Release via email or direct message, and must be completed, signed and returned to Administrator within two (2) days of date of issuance. Prize may be redeemed in approximately two (2) weeks after the Winner has been confirmed and must be used before August 29, 2021. If the potential winning entrant cannot be contacted; is ineligible; fails to claim the prize; if the prize notification is returned undeliverable; or if the Selected Entrant otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize will be awarded to an alternate.

6. **PRIZES/PRIZE RESTRICTIONS:** A total of one (1) “Prize” will be awarded during the Promotion. The Prize winner will receive a tasting experience at the Bogle Vineyards’ Home Ranch

in Clarksburg, California for the Winner and up to six (6) guests, all of whom must be 21 years of age or older. The Approximate Retail Value (“ARV”) of the Sweepstakes Prize is \$180.

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 Sponsor, 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. **OWNERSHIP OF ENTRIES:** By submitting a Sweepstakes 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 Entry, including without limitation the right to distribute all or part of your Sweepstakes Entry in any media formats through any media channels. By submitting a Sweepstakes 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>.

8. **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 Instagram account used to submit a Sweepstakes Entry 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 e-mail address associated with the Instagram submitting the Sweepstakes Entry.

9. **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.

10. **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, or award the prizes for the Promotion 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 Promotion 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 Promotion. 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 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 5.

**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.**

11. **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.

12. **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.

13. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by August 29th, 2021 to: Bogle Vineyards Rivercats Wine Tasting Giveaway Sweepstakes Winners List Request, 49762 Hamilton Road, Clarksburg, CA 95612.

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