

**LOUIS MARTINI TRIP TO NAPA VALLEY SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES.**

**SPONSOR:** E. & J. GALLO WINERY, 600 Yosemite Blvd., Modesto, California 95354, for its Louis Martini brand ("Brand").

**ELIGIBILITY:** SWEEPSTAKES ENTRANTS MUST BE LEGAL RESIDENTS OF ONE (1) OF THE FORTY-EIGHT (48) CONTIGOUS UNITED STATES (EXCLUDING AK, HI AND UT) OR THE DISTRICT OF COLUMBIA AND AT LEAST 21 YEARS OLD AT TIME OF ENTRY TO BE ELIGIBLE. SWEEPSTAKES VOID IN AK, HI, UT, OUTSIDE THE UNITED STATES, AND WHERE OTHERWISE PROHIBITED BY LAW. You may enter this Sweepstakes only as a natural person. Employees, officers and agents of Administrator, Sponsor, Sponsor's alcoholic beverage distributors, wholesalers and retailers and each of their respective authorized licensees, retail licensees, wholesale licensees, each of their respective affiliates, agents, officers, employees, subsidiaries, vendors, advertising and promotion fulfillment and/or judging agencies (collectively, the "Related Entities"), and the immediate family members of each are not eligible to enter or win a prize in the Sweepstakes. For purposes of this paragraph, "family member" means a spouse, parent, sibling, child, son-in-law, daughter-in-law and all lineal descendants, including those by adoption. Sweepstakes subject to all applicable federal, state, and local laws and regulations.

**TWO WAYS TO ENTER:** The Sweepstakes begins at 12:00:00 AM Pacific Time ("PT") on January 1, 2017 and ends at 11:59:59 PM PT on June 30, 2017 (hereinafter, "Sweepstakes Entry Period"). **A) WIRELESS ENTRY:** Via your wireless device, text keyword **LOUISMARTINI** to short code 313131 and you will receive a return SMS message asking you if you are age 21 years or older. If you are 21 years of age or older, text **YES** to 313131 ("Wireless Entry" or collectively, "Wireless Entries"). By texting keyword **LOUISMARTINI** to short code 313131, entrants consent to receive up to two (2) automated text messages in connection with this Sweepstakes and agree to receive recurring autodialed messages from Louis Martini to the mobile number used at the time of Wireless Entry. Reply **STOP** to 313131 to STOP receiving text messages or text **HELP** to 313131 for HELP. **If you are not 21 years or older at the time of entry, you will not be eligible to enter this Sweepstakes; OR B) VIA THE INTERNET:** To enter, go to <http://www.louismartini.com>, access the Sweepstakes application, and complete and submit the Official Entry Form presented as directed by providing your complete name, state of residence, telephone number including area code, date of birth and a valid email address ("Internet Entry"). Hereinafter, Wireless Entries and Internet Entries individually referred to as an "Entry" and collectively as "Entries". **All Entries must be received by 11:59:59 PM PT on June 30, 2017.** The computer of the Sweepstakes application is the official time-keeping device of this Sweepstakes. You will need to have internet access and a valid email address or a text-enabled wireless device in order to participate. Wireless entrants may be charged standard text messaging rates for text messages sent and received from their wireless device according to the terms and conditions in their wireless plan. Other carrier-specific rates and applicable taxes may also apply in accordance with Wireless entrant's wireless customer agreement. Limit one (1) Entry per person/household regardless of entry method. Duplicate Entries or multiple Entries made by an entrant in excess of the number allowed will be disqualified. Use of robotic, automatic, or macro devices is not valid for Entry. **Any Entry that is submitted with the use of a robotic, automated or macro device will be void.** All Entries become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's discretion. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules, that information submitted is subject to the Sponsor's User Agreement (<https://www.louismartini.com/Legal/Use-Agreement>) and Privacy Policy <https://www.louismartini.com/Legal/Privacy-Policy>.

**SELECTION OF WINNERS/RANDOM DRAWING:** Three (3) potential Grand Prize Winners (each a "Grand Prize Winner") will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Entry Period. The Random Drawing will be conducted on or about July 3, 2017 by Centra360, the ("Administrator"). Odds of winning depend on the number of eligible Entries received. Sweepstakes entrants agree to be bound by the decisions of the Sponsor and the Administrator, which are final and binding

on all matters pertaining to this Sweepstakes. All prize winners will be notified by email and/or telephone at the email addresses and/or phone number provided at the time of Entry, and are required to complete and return an Affidavit of Eligibility & Liability / Publicity Release (in the form required by Sponsor) and prize winner's guest will have to complete a Travel Companion Liability Release, to be provided by Administrator by email and/or Overnight Mail, within seven (7) days from attempted date of notification (as indicated by the date of the Release). Non-compliance with any of these Official Rules (as determined by Administrator and/or Sponsor in its sole discretion) may result in disqualification, and if an entrant is disqualified or a prize winner notification is returned as undeliverable, a signed Release is not received by Administrator in a timely manner, a prize winner is ineligible, or a prize winner declines his/her prize, that prize winner will be disqualified and the prize will be awarded to an alternate winner selected in a random drawing from among all remaining eligible Entries received. Administrator and/or Sponsor are not responsible for fraudulent calls or emails made to entrants not by Administrator and/or Sponsor, or for any change of entrant's email, telephone or mailing address. Limit one (1) prize per person/household.

**THREE (3) GRAND PRIZES AND THEIR APPROXIMATE RETAIL VALUE ("ARV"):** Each Grand Prize is a trip for Grand Prize Winner and one (1) guest aged 21 years or older ("Guest") consisting of (i) round-trip economy class air transportation (air carrier to be designated by Sponsor) between a major airport near Grand Prize Winner's residence and an San Francisco/Oakland-area airport for Grand Prize Winner and Guest; (ii) three (3) nights hotel accommodations at a hotel designated by Sponsor (one standard double occupancy room and tax only); (iii) one (1) two-day exclusive winery experience at the Louis Martini Winery for Grand Prize Winner and Guest; (iv) round-trip ground transportation between the airport and the hotel and between the hotel and the Louis Martini Winery for Grand Prize Winner and Guest; (v) one (1) five hundred dollar (\$500) Gift Card to be used towards spending money and delivered to the Grand Prize Winner prior to travel; and (vi) one (1) two hundred fifty dollar (\$250) Car Service voucher to be used towards ground transportation for one (1) day in the Napa Valley area (i, ii, iii, iv, v, and vi, collectively "Grand Prize"). The ARV of each Grand Prize will not exceed \$5,000. The total ARV of all prizes will not exceed \$15,000. All Grand Prize Winners will be solely responsible for any and all federal, state, and local taxes on prizes, as well as any and all expenses that may be associated with the acceptance and use of prizes. In the event a Grand Prize Winner lives within 180 miles from Napa, CA, Sponsor will provide the Grand Prize Winner and Guest with round-trip ground transportation between the Grand Prize Winner's residence and hotel in lieu of the round-trip coach air transportation. The dollar value difference between the round-trip coach air transportation and ground transportation will not be provided to the Grand Prize Winner. Alcohol is not included as part of any prize. Each Grand Prize Winner is responsible for any and all expenses and incidental travel costs not expressly stated as part of the prize, including but not limited to ground transfers between Grand Prize Winner's residence and airport of departure, ground transportation not specified as part of the prize, meals and beverages, in-room charges (e.g., mini-bar, room service, telephone, internet, movies), gratuities, travel upgrades, baggage fees, and personal incidentals. Each Grand Prize Winner will be required to provide a valid major credit or debit card upon hotel check-in and all in-room charges including but not limited to those defined above will be charged to that Grand Prize Winner's major valid credit or debit card provided. Each Grand Prize Winner must travel by June 30, 2018 or Grand Prize will be forfeited. Airline tickets are subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers. Other material restrictions may apply. Administrator and/or Sponsor are not responsible for any fees or additional charges resulting from a Grand Prize Winner's change(s) to itinerary or accommodations. Each Grand Prize Winner is solely responsible for obtaining all necessary travel documents prior to travel and the associated costs for these requirements. Administrator and/or Sponsor and the Related Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any air carrier, hotel, or other transportation company or any other person providing any of these services and accommodations. Administrator and/or Sponsor and the Related Entities shall not be liable for any loss or damage to baggage. If a Grand Prize Winner becomes disabled or cannot otherwise fully enjoy the prize due to illness, Administrator and/or Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of that Grand Prize and no other compensation in lieu of that Grand Prize will be awarded. Each Grand Prize Winner is responsible for obtaining his/her own medical, travel, and life insurance and any associated costs. Each Grand Prize Winner will be required to supply Sponsor with his/her social security number for tax purposes. Each Grand Prize Winner will receive an IRS Form 1099MISC for the ARV of his/her Grand Prize. The ARV of the Grand Prize may vary based on itinerary and availability of airfare and hotel at time of booking and travel. No substitution, assignment, redemption for cash, or transfer of any prize permitted. If an advertised prize cannot be awarded

due to circumstances beyond Sponsor's reasonable control, a substitute prize of equal or greater value may be awarded in Sponsor's sole discretion. All travel is subject to any and all restrictions instituted by the Federal Aviation Administration, the Department of Defense and/or the Department of Homeland Security, as required. Arrangements for the fulfillment of the Grand Prizes, including all travel arrangements, will be made by Administrator.

**EVENT CONDUCT:** Each Grand Prize Winner's and Guest's conduct will be under the supervision of Sponsor and its Event Representatives ("Event Staff") whose decisions are final and binding in all aspects relating to the exclusive winery experience at the Louis Martini Winery (hereinafter, each an "Event"). A Grand Prize Winner and his/her Guest may be removed from Event premises at the sole discretion of the Sponsor or Event Staff for any reason at any time, including but not limited to the advice of the Event Staff, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, or for any unhealthy, unlawful, unsafe, or inappropriate act. If a Grand Prize Winner or any Guest who in the opinion of the Sponsor or Event Staff is considered a physical or mental threat to the well-being of any of the other Guest or Event staff, he/she may be removed from Event premises. Any act performed by a Grand Prize Winner or Guest defined by Federal, State or Local statute or ordinance as constituting a criminal act may result in removal from Event premises. At the sole discretion of the Sponsor and Event Staff, if any Grand Prize Winner or any Guest uses profanity, or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsor shall have the right to remove that individual from Event premises. At the sole discretion of the Sponsor and Event Staff, if any Grand Prize Winner or any Guest creates the potential for death, disability, injury and/or property damage during the Event, the Sponsor and/or the Event Staff, shall have the right to remove that individual from Event premises.

**INTERNET:** If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Administrator and/or Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Administrator reserves the right in its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes. If the Sweepstakes is terminated early, Sponsor reserves the right to select the Grand Prize Winners in a random drawing from among all eligible Entries received up to the time of termination. The Administrator and/or Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Administrator and/or Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or Entry to be received by the Administrator and/or Sponsor due to 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 participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity or eligibility of any Entry based on an email address, the Entry will be declared made by the Authorized Account Holder of the email address submitted at time of Entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**GENERAL:** The value of the prizes set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. The Sponsor reserves the right, in its sole discretion, at any time and at any stage of the Sweepstakes, to reject or disqualify any Entry that is deemed ineligible or for any reason that the Sponsor feels is necessary and/or appropriate, including without limitation, if that entrant has not complied with the Official Rules or has

interfered, in Administrator's sole opinion, with the proper conduct of the Sweepstakes. All decisions of the Administrator and/or Sponsor are final and binding in all aspects of the Sweepstakes. By participating, each entrant grants Sponsor a perpetual right to use his/her name, state of residence, image, likeness or comments for publicity purposes in connection with this Sweepstakes (including, without limitation, any post-Sweepstakes publicity) without additional notice or consent, and without payment of additional consideration, except where prohibited by law. By participating, entrant agrees on his/her behalf, and on behalf of his/her respective heirs, executors, administrators, legal representatives, successors and assigns (collectively, the "Releasing Parties") to release, indemnify, defend, and hold harmless Administrator, Sponsor, the Related Entities, and any advertising and promotional agencies or entities involved in the administration or advertising of this Sweepstakes as well as the respective employees, officers, directors and agents of each ("Released Parties") from any and all actions, causes of actions, suits, or liability whatsoever for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, costs or expense whatsoever (including without limitation, property damage, personal injury and/or death) which may occur in connection with (i) participation in the Sweepstakes, (ii) entrant's conduct in submitting his/her Entry, (iii) violation of these Official Rules, (iv) possession, acceptance, use or misuse of a prize or (v) Released Parties' use of any rights granted herein, and for any claims based on publicity rights, defamation or invasion of privacy or alleged breach of entrant's representations and warranties herein. The Released Parties shall not be liable for: (1) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible Entries, (2) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (3) data corruption, theft, destruction, unauthorized access to or alteration of an Entry or other materials; (4) any injuries, losses or damages of any kind caused by the participation in the Sweepstakes; (5) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes; or (6) any unauthorized use of Entries by third parties. The Administrator and/or Sponsor disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Sweepstakes. The Administrator may disqualify any entrant if, in its sole discretion, it determines s/he is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other entrants, the Administrator, or the Sponsor or its representatives. The Administrator and/or Sponsor shall not be responsible if the Sweepstakes or prize fulfillment cannot be implemented or does not take place for any reason including delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism, including without limitation, or for any reason outside of the Sponsor's control.

**CHOICE OF LAW:** Any and all legal actions or claims arising in connection with the Sweepstakes or these Official Rules must be brought in a state court of competent jurisdiction within Stanislaus County, California or a federal court of competent jurisdiction within Fresno, California, and the terms of the Sweepstakes, these Official Rules and any such dispute, will be governed by the laws of the State of California without giving effect to any principles of conflict of laws. As a condition of participating in the Sweepstakes, each entrant agrees that any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually, without resort to any form of class action. ANY CLAIMS OR ACTIONS BY ANY ENTRANT (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE), JUDGMENTS AND/OR AWARDS IN FAVOR OF ANY ENTRANT, ARISING OUT OF THE SWEEPSTAKES OR THESE OFFICIAL RULES SHALL BE LIMITED TO ACTUAL REASONABLE OUT-OF-POCKET COSTS OF SUCH ENTRANT ASSOCIATED WITH ENTERING THE SWEEPSTAKES. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT HEREBY IRREVOCABLY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES (OTHER THAN ENTRANT'S REASONABLE ATTORNEY'S FEES ASSOCIATED WITH PARTICIPATING IN SUCH DISPUTE), INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation of entrants. Each entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing releases are hereby irrevocably waived. Each entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM

OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR". The entrant's releases hereunder are intended to apply to all claims, whether known or unknown or not suspected to exist.

**WINNERS LIST/OFFICIAL RULES:** To obtain the names of the prize winners (available after July 14, 2017), or a copy of the Official Rules, send a self-addressed, stamped #10 envelope before August 31, 2017 to: Louis Martini Napa Valley Sweepstakes, c/o Centra360, 1400 Old Country Road, Suite 420, Westbury, NY 11590. VT residents may omit return postage. Please specify "Winners List" or "Official Rules" on the outer envelope.

**ADMINISTRATOR:** Centra360, 1400 Old Country Road, Suite 420, Westbury, NY 11590

**PRIVACY POLICY:** The information you provide will be used for participation in and administration and promotion of the Sweepstakes and is subject to the Sponsor's Privacy Policy: <https://www.louismartini.com/Legal/Privacy-Policy>. If you wish to receive future emails about Louis Martini, please check the appropriate box on the Official Entry Form, if applicable.

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Disclaimer Copy for Point of Sale Materials:

**Headline:**

Text **LOUISMARTINI** to 313131 or visit [LouisMartini.com](http://LouisMartini.com) for your chance to win a trip for two to Napa Valley!

**NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES BEGINS 12:00:00 AM PT ON 1/1/17 AND ENDS AT 11:59:59 PM PT ON 6/30/17.** Sweepstakes open to legal residents of the 48 contiguous United States (excluding UT) and the District of Columbia who are at least 21 years old at time of entry. **TWO WAYS TO ENTER: 1) Wireless Entry:** Text **LOUISMARTINI** to 313131. Entrants will be required to reply by text message with a "Yes" or "No" confirming whether or not he/she is at least 21 years of age ("Wireless Entry"). Wireless Entrants consent to receive up to 2 automated text messages in connection with this Sweepstakes and agree to receive recurring autodialed messages from Louis Martini. Reply **STOP** to 313131 to STOP receiving text messages or text **HELP** to 313131 for HELP. Wireless Entrants may be charged standard text messaging rates for text messages sent and received according to the terms and conditions in their wireless plan. Other carrier-specific rates and applicable taxes may apply; **OR 2) VIA THE INTERNET:** Go to [www.louismartini.com](http://www.louismartini.com) and complete and submit the Official Entry Form presented as directed. Limit one entry per person/ household regardless of entry method. Void in AK, HI, UT, outside the United States and where prohibited by law. Sweepstakes is subject to complete Official Rules available at <https://www.louismartini.com/napatrip/resources/pdf/official-rules.pdf>. Sponsor: E. & J. Gallo Winery. Administrator: Centra360.

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