



Sweepstakes RULES FOR INTERNET SWEEPSTAKES

OFFICIAL SWEEPSTAKES RULES

Ohana Festival 2022 Official Wine Sponsor JaM Cellars Ticket Giveaway

I accept the terms, conditions and official rules. I confirm I am at least 21 years old. By entering the Internet Sweepstakes ("Sweepstakes"), I agree to sign up to receive newsletters and special offers from JaM Cellars.

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES ARE AWARDED AS PART OF ANY PRIZE.

Sweepstakes prizes shall not be awarded to an authorized licensee, retail licensee, wholesale licensee, state or local alcohol beverage licensee or agent, officer, employee, or family member of an authorized licensee, retail licensee, or wholesale licensee as such terms are defined in the California ABC Act (including Sections .25600.1 and 25600.2)

The sweepstakes is accessible online by visiting JaMCellars.com and Facebook.com/JaMCellars. Manual entries are accepted by writing to: Marketing Department, JaM Cellars, 1300 First St. Suite 468, Napa, CA 94559. Questions? [Send us an email](#).

CONSUMER DISCLOSURE

You have not yet won.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OLD AS OF THE DATE OF ENTRY

By entering this Sweepstakes entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's discretion, result in disqualification. All decisions of the judges regarding this Sweepstakes are final and binding in all respects.

Opens August 1, 2022 at 8:00am PST and closes September 18, 2022 at 11:59pm PT, when all entries must be received ("Promotion Period").

2. ELIGIBILITY. Sweepstakes is open only to legal residents of the 50 United States and District of Columbia who are at least twenty-one (21) years of age at time of Sweepstakes Entry.

Employees, officers and representatives of the Sponsor, and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agency involved in the administration, development, fulfillment and execution of this sweepstakes, and their immediate family members, as defined below, of each, and those persons living in the same households, whether or not related, are not eligible to participate in the Sweepstakes. "Immediate family members" shall mean parents, step-parents, children, stepchildren, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. This Sweepstakes is void outside the 50 United States and the District of Columbia, and where prohibited.

Licensed distributors or retailers of alcoholic beverages, state or local alcohol beverage agencies and their respective employees, are not eligible to participate in the Sweepstakes as such terms are defined in the California ABC Act (including Sections .25600.1 and 25600.2). Winning a Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state and local laws and regulations apply. Void where prohibited or restricted. All Sweepstakes Entries are the property of the Sponsor.

By entering this Sweepstakes, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's discretion, result in disqualification. All decisions of the Sponsor regarding this Sweepstakes are final and binding in all respects.

3. HOW TO ENTER. Visit: JaMCellars.com or [Facebook.com/JaMCellars](https://www.facebook.com/JaMCellars) during the Sweepstakes Period and follow the instructions to complete and submit the entry form. All entries become the property of the Sponsor and will not be acknowledged or returned. Limit: One entry per person during the Promotion Period, excluding bonus entries. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

4. WINNER SELECTION AND NOTIFICATION. Winner selection will be conducted by random drawing from all eligible entries. The drawing will take place on the following date: 9/19, 12pm PST (the "Drawing Date"). Any potential winner will be notified by email. If a potential winner: (i) cannot be contacted; (ii) does not respond within 24 hours from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Sweepstakes or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Sweepstakes, including, without limitation, the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor's discretion, successful completion of a background check, such individual will be declared the "winner" of the Sweepstakes.

5. PRIZE DESCRIPTION AND REDEMPTION CONDITIONS. There is a total of one (1) prize (“Prize”) available during the Sweepstakes. Potential winner will be selected the day following a complete Entry Period to enter for a chance to win a pair (2) of 3-Day general admission tickets to attend Ohana Festival in Dana Point taking place September 30 – October 2, 2022. Ticket giveaway will happen during the period of August 1, 2022 – September 18, 2022 and drawing date on September 19, 2022.

Approximate Retail Value (“ARV”) of all prizes in this sweepstakes is \$900. Contents of prize package are subject to change. There is no cash value for the prize. Prize will be sent to the mailing address provided by the winner by certified mail. P.O. Boxes are not accepted. No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. Prize must be fulfilled within one calendar year of close of sweepstakes. Additional restrictions may apply.

Winner and guest must abide by all venue/festival policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner’s guest who it and/or venue/festival personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue/festival policy or law, and/or may bring Live Nation into disrepute. Resale of tickets is prohibited. By claiming tickets, you agree to Live Nation’s [Terms of Use](#) and to abide by the health and safety measures in effect at the time of the festival, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the festival be canceled, you will be notified as soon as reasonably possible.

JaM Cellars is not responsible for any travel expenses related to attending the festival including but not limited to ground transportation, parking, or food and beverage.

6. TAXES. All federal, state and/or local income and other taxes, if any, are the winner’s sole responsibility.

7. ODDS OF WINNING. The odds of winning depend on the number of eligible entries received per each Entry Period.

8. NO PRIZE TRANSFER OR SUBSTITUTION. No prize or any portion thereof is transferable or redeemable for cash, will not be replaced if lost or stolen, and cannot be applied to existing credit balances. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

9. CONSENT AND RELEASE. By entering the Sweepstakes, each entrant releases and discharges the Sponsor, judging organization (if applicable), Live Nation Worldwide, Inc. (“Live Nation”) and any other party associated with the development, or administration, prize provider, or promotion of this Sweepstakes, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, “Released Parties”), from any and all liability whatsoever in

connection with this Sweepstakes, including, without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including, without limitation, personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Sweepstakes constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information (including any email address provided by entrant) for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and the participating company (Ohana Festival) ; (ii) acceptance of a prize constitutes a release by any winner of the Released Parties of any and all Claims in connection with the administration of this Sweepstakes and the use, misuse, or possession of any prize; (iii) any potential winner shall be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release, including a release of any claims for personal injury or otherwise relating in any way to the receipt of the services or the usage of the products awarded through this Sweepstakes; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within 24 hours from the date that Sponsor first try to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Released Parties intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified, and the prize may be awarded to an alternate winner.

10. DISCLAIMERS. (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Sweepstakes. Moreover, use of bots or other automated processes to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure, or technical failures of any sort. (iv) Released Parties are not responsible for errors in the administration or fulfillment of this Sweepstakes, including without limitation mechanical, human, printing, distribution, or production errors, and may cancel, terminate or modify this Sweepstakes based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified

in these rules. (v) In the event this Sweepstakes is cancelled or terminated, pursuant to sub paragraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) RELEASED PARTIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS SWEEPSTAKES OR THE MERCHANT ABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITH OUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

11. APPLICABLE LAWS AND JURISDICTION. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by the laws of the State of California, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in San Francisco, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

12. WINNER LIST. For a list containing the name of the winner(s), send a self-addressed stamped envelope specifying the month you would like the winner list for within six (6) months of the month's Drawing Date, to: Winner List, JaM Cellars 1300 First St. Suite 468, Napa, CA 94559

13. SPONSORSHIP. This Sweepstakes is sponsored by JaM Cellars 1300 First St. Suite 468. Napa, CA 94559 (the "Sponsor").

Live Nation is not a sponsor of this Sweepstakes and is in no way responsible for the administration of this Sweepstakes, the verification of winners or the fulfillment of prizing. All inquiries regarding the Sweepstakes should be directed to Sponsor.

Ohana Festival is a registered trademark of Live Nation Worldwide, Inc.

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