

FRANZIA® WINES 2019 HOMES FOR OUR HEROES OFFICIAL RULES

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK OR INSTAGRAM. REFERENCES TO ANY THIRD-PARTY ENTITY OR TRADEMARK DO NOT CONSTITUTE OR IMPLY, AND SHOULD NOT BE CONSTRUED AS, AN ENDORSEMENT OF THIS PROMOTION OR FRANZIA WINES.

BY PARTICIPATING IN THE PROMOTION VIA ONE OR MORE OF THE METHODS DESCRIBED HEREIN, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO, AND COMPLY WITH, THESE OFFICIAL RULES. DO NOT PARTICIPATE IN THE PROMOTION WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

1. SPONSOR: The Franzia Wines Homes for Our Heroes Promotion (the "Promotion") is sponsored by The Wine Group LLC doing business as Franzia Wines, 4596 Tesla Road Livermore, CA 94550 (the "Sponsor").

2. ELIGIBILITY: Promotion participation is open only to legal residents of the 50 United States and the District of Columbia who are 21 years of age or older at the time of participation. Void where prohibited or restricted by law. All federal, state and local laws and regulations apply.

3. PROMOTION PERIOD: The Promotion begins at 10:00:00 a.m. Pacific Time ("PT") on May 1, 2019 and ends at 5:00:00 p.m. PT on July 31, 2019 (the "Promotion Period").

4. HOW TO PARTICIPATE: There are a number of ways to participate.

a. Participation via Website, Facebook, or Instagram: For every unique, eligible submission, as defined below, received during the Promotion Period via the Website, Facebook or Instagram, Franzia Wines will donate US\$1.00 to Fisher House Foundation, up to a maximum total contribution of US\$10,000.00

In order to participate in the Promotion, you must submit a photo (the "submission") of the Homes for Our Heroes tab from a box of Franzia wine purchased during the Promotion Period. In order to create the photo, remove the perforated Homes for Our Heroes tab on the Franzia box, take a photo of the Homes for Our Heroes tab, and then submit the photo to Franzia.

You can provide your submission via the following ways:

1. Via the Franzia website: Visit the Franzia website located at www.franzia.com (the "Website") and follow the instructions to upload your photo submission, or
2. Via Facebook or Instagram: Visit Facebook or Instagram, create an account or log into your existing account, upload the photo to the social media application, and tag #franziahomes.

A unique, eligible submission is defined as an original photo (DO NOT COPY OTHERS' WORK) containing at least one (1) Homes for Our Heroes tab removed from a box of Franzia wine purchased during the Promotion Period. A submission that contains more than one Homes for Our Heroes tab may result in a donation to the Fisher House Foundation of US\$1.00 per number of tabs featured in the photo.

Promotion participants can submit more than one unique, eligible submission during the Promotion Period but each submission must be unique (e.g., an submission submitted via the Website will not be eligible if that same photo was previously submitted via Facebook).

Promotion participants may not submit more than one (1) submission per day during the Promotion Period regardless of method of submission.

All submissions become the property of Sponsor. Receipt of submission may be acknowledged but such acknowledgment does not constitute any representation as to Promotion eligibility.

Partial or incomplete/piecemeal submissions (e.g., posting a photo to Facebook or Instagram without the hashtag #franziahomes) will not be accepted.

Creation and/or use of a Facebook or Instagram account may require the acceptance of their respective privacy policies and terms of service.

Due to Instagram's and Facebook's terms, Sponsor is unable to receive submissions from an Instagram or Facebook account holder that is set as "protected" or "private" (i.e. account settings which require the account holder to approve viewers). Therefore, in order to participate and provide an eligible submission, participant must ensure that his/her Instagram or Facebook account is not set to "protected" or "private" otherwise participant must submit his/her submission via one of the other methods described above.

Once submitted, photos become the sole property of Sponsor, cannot be modified by participant, and will not be returned. By submitting a photo, participant gives permission (and warrants and represents that he/she has obtained all rights necessary to give such permission, including from the photographer, if other than participant and other individuals pictured in the photo) to Sponsor and hereby grants Sponsor a royalty-free, irrevocable, perpetual, worldwide, sublicensable, non-exclusive license to post participant's photo, name, likeness and all other information about the participant contained in the photo and submission on the World Wide Web, and to otherwise use participant's photo, name, likeness and all other information about the participant in the photo and submission without compensation in the advertising, promotion, and publicity of the Promotion, Franzia Wines, and otherwise.

Participant further warrants and represents that his/her photo: (1) does not violate any law or regulation; (2) does not violate or infringe any right of any third party, including but not limited to intellectual property rights, such as but not limited to rights of copyright, trademark or patent, or rights of publicity or privacy (without in any way limiting the preceding, participant represents and warrants that he/she has obtained permission from the photographer if not him/herself); (3) is not defamatory, slanderous, libelous, scandalous or obscene as determined by Sponsor in its sole discretion; (4) is entirely participant's own original work and participant owns or controls all right, title and interest in the photo, including but not limited to its copyright; (5) has not been submitted in any other competition or promotion; (6) does not contain any virus, bugs, or other deleterious material; (7) does not contain the trademark, tradename or logo of any third party (but may contain a trademark, tradename or logo of the Sponsor and/or the Fisher House Foundation); (8) does not name, depict or describe any person (living, dead, or fictional) other than the participant him/herself and any other person(s) who has provided their permission to appear in the photo; (9) does not depict the excessive or irresponsible consumption of alcohol as determined by Sponsor in its sole discretion nor does it contain any brand that is competitive to Franzia Wines; (10) without limiting the foregoing, does not contain any material that is protected by copyright other than the copyright owned exclusively by the participant, including but not limited to product labels that are subject to others' copyright. Submissions may not (and Sponsor reserves the right to disqualify any photos that do): a) include nudity or what Sponsor, in its sole discretion, considers to be obscenity, pornography, racially offensive, sexually explicit, and/or offensive language/content, hate speech or drug usage; b) disparage Sponsor or any other party, including brands or trademarks other than those of Sponsor (this includes but is not limited to the brands/trademarks of Sponsor's competitors); c) depict acts of violence or aggression; d) advocate

illegal conduct of any kind or e) violate any of (1)-(10) above. If a photo is unable to be viewed by Sponsor for any reason whatever, that photo (as well as the submission of which it is a part) shall be disqualified (and Promotion Entities, as defined below, will not be responsible or liable for any such inability).

By participating in the Promotion, participant also consents to receive marketing communications from Sponsor or its agencies. Participants who do not wish to receive such communications may opt out of receiving these communications at any time by following the instructions in the communication. The decision to opt out of receiving communications from Sponsor will not affect the eligibility of the submission.

Sponsor grants to participants the limited, non-transferable right to use its trademarks solely for purposes of participating in this Promotion; such right will expire at the end of the Promotion Period. Any other use of Sponsor's trademarks will be considered a violation of Sponsor's intellectual property rights.

Provision of information online is governed by the Franzia Wines Privacy Policy, accessible on the Website. If you do not agree with the Privacy Policy, do not enter the Promotion or otherwise use the Website.

Mass submission attempts (other than as permitted above) may result in disqualification of all submissions by such person. Submissions must be manually key-stroked by the participant; use of automated submission devices or promotions, or submissions by third parties, are prohibited. Incomplete submissions will be disqualified.

Normal internet access and usage charges imposed by participant's internet service provider may apply and are participant's sole responsibility. If entering via mobile device, normal phone/data and usage charges imposed by participant's phone service provider may apply and are participant's sole responsibility.

b. Participation via ibotta: For every unique, eligible submission received through the ibotta application or website, as defined below, during the Promotion Period, Franzia Wines will donate US\$1.00 to the Fisher House Foundation, up to a maximum total contribution of US\$40,000.00.

In order to participate in the Promotion via the ibotta application or website, you must log into your ibotta account or, if you do not have an ibotta account, download the application onto your mobile device.

A unique, eligible submission is defined as an original receipt (DO NOT COPY OTHERS' WORK) demonstrating the purchase of at least one (1) box of Franzia® wine purchased during the Promotion Period. A submission that demonstrates the purchase of more than one box of Franzia wine may result in a donation to the Fisher House Foundation of US\$1.00 per number of boxes of Franzia wine featured on the receipt.

Promotion participants may not submit more than one (1) submission via ibotta per day during the Promotion Period.

5. 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. Sponsor and participants hereby release Facebook, ibotta, and Instagram from any and all liability, loss or damage resulting from administration of, communication of, or participation in the Promotion.

Provision of information online is governed by Franzia Wine's Privacy Policy, accessible at <http://franzia.com/legal-privacy.html>, Facebook's Terms and Policies, accessible at www.facebook.com/policies, ibotta's Privacy Policy, accessible at <https://ibotta.com/docs/privacy/15>, and Instagram's Privacy Policy, accessible at <https://help.instagram.com/155833707900388>.

If you do not agree with the policies, do not participate in the Promotion or otherwise use the Website, Facebook, ibotta, or Instagram.

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, participant 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 participant 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 <http://franzia.com/legal-privacy.html> for important information regarding the collection, use and disclosure of personal information by Sponsor.

7. GENERAL RULES: By participating, each participant grants permission to the Sponsor and its agencies to use his/her name, city, state, photos, and likeness for purposes of advertising, promotions, and trade without further compensation, except where prohibited by law. By participating in the Promotion, participants hereby indemnify, release, discharge, and hold harmless Sponsor and its parent, subsidiary and affiliated companies, advertising and promotional agencies and their respective officers, directors, shareholders, owners, employees, agents, attorneys and representatives (collectively, the "Promotion Entities") from any and all injuries, loss, claims or damages arising out of a participant's participation in the Promotion, any information included in any submission, or from the publication of participant's photo in any submission. By participating in the Promotion, participant agrees that the Promotion Entities will have no liability whatsoever for, and that participant shall defend and hold the Promotion Entities harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of participation in this Promotion. Without limiting the foregoing, everything regarding the Promotion, including the Website/any website used in connection therewith, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed by the Promotion Entities.

If for any reason the Promotion is not capable of running as planned, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify and/or suspend the Promotion and to disqualify any individual who tampers with the submission process, violates these Official Rules, or acts in a disruptive manner. In the event the Promotion is cancelled, terminated or suspended for any reason, Sponsor, at its sole discretion, reserves the right and may choose to provide money to the Fisher House Foundation based upon the number of eligible submissions received prior to cancellation. Any attempt by a participant to deliberately damage the Website/any website involved in the Promotion or undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek all available remedies, including, without limitation, criminal

prosecution, and damages, including, without limitation, attorneys' fees and expenses, from any such participant to the fullest extent of the law. No responsibility is assumed by Sponsor 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 submissions; or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email sent or electronic submission to be received on account of technical problems or traffic congestion on the internet or on any website or any combination thereof, including, without limitation, any injury or damage to a participant's or any other person's computer, tablet or mobile device related to, or resulting from, participation in or downloading any materials related to this Promotion. Sponsor is not responsible for any typographical or other error in the printing of the Promotion materials or administration of the Promotion. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with a submission, to be violating these Official Rules, or to be acting in a disruptive manner. In no event will the Sponsor be obligated to provide more than US\$50,000 to the Fisher House Foundation as described herein.

8. RULES: A copy of these Official Rules can be found on the Website.

9. DISPUTES: To the fullest extent permitted by law, participant agrees that: (1) Any and all disputes, claims and causes of action brought by him/her arising out of or connected with this Promotion (the "Dispute") shall be resolved individually, without resort to any form of class action; (2) participant shall attempt, in good faith, to resolve any and all Disputes via amicable discussions between the participant and Sponsor. If any Dispute cannot be resolved in such manner, before resorting to any other legal remedy, participant and Sponsor shall enter into arbitration proceedings in San Francisco, California before one (1) Judicial Arbitration and Mediation Services, Inc. ("JAMS") arbitrator agreed upon by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction; (3) Any and all claims, judgments, and awards to participant shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees or expenses or other costs related to litigation; (4) Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

10. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor in connection with the 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 (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

11. SEVERABILITY: If any provision of these Official Rules becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, invalid or void, portions of such provision or such provision in its entirety, to the extent necessary, shall be severed from these rules and such court (or, if such court refuses to do so, the Sponsor) will replace such illegal, void or unenforceable provision of these Official Rules with a valid and enforceable provision that will achieve, to the greatest extent possible, the same economic, business and other purposes of the

illegal, void or unenforceable provision. The balance of these Official Rules shall remain in place and enforceable in accordance with their terms.

12. NO WAIVER: The failure of Sponsor to assert any right hereunder, or to insist upon compliance with any term or condition of these Official Rules shall not constitute the waiver of that right or excuse the subsequent performance or non-performance of any such term or condition by participant or constitute a waiver of Sponsor's right to enforce these Official Rules.

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