

**THE STERLING VINEYARDS “EMMYS WATCH PARTY” SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES ARE INCLUDED IN ANY PRIZE.**

**OPEN ONLY TO ELIGIBLE LEGAL U.S. RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING HAWAII AND UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

**VOID IN HAWAII, UTAH, PUERTO RICO, ALL OTHER UNITED STATES TERRITORIES AND POSSESSIONS, OUTSIDE THE UNITED STATES, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, INC.**

By participating in **The Sterling Vineyards “Emmys Watch Party” Sweepstakes** (the “Sweepstakes”), each entrant (“Entrant”) unconditionally accepts and agrees to comply with, and abide by, these Official Rules and the decisions of Treasury Wine Estates Americas Company (the “Sponsor”), which shall be final and binding in all respects.

**SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 AM Pacific Time (“PT”) on Sunday, August 1, 2021 and ends at 11:59:59 PM PT on Thursday, September 30, 2021 (the “Sweepstakes Period”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States (excluding Hawaii and Utah) and the District of Columbia, who are age 21 or older at the time of entry. Void in Hawaii, Utah, Puerto Rico, Guam, the U.S. Virgin Islands, all other US Territories and Possessions, outside of the U.S., and wherever else prohibited by law. Employees of the Sponsor, US Sweepstakes & Fulfillment Company (the “Sweepstakes Administrator”), licensed alcohol wholesalers, manufacturers, distributors and retailers, the Academy of Television Arts and Sciences, their employees and immediate family members (e.g. spouse, parent, sibling, child and their respective spouses and the “steps” of each, all lineal descendants, including those by adoption, regardless of where they reside) and their parent and affiliate companies, respective subsidiaries, affiliates, advertising and promotion agencies, and/or those living

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in the same household of each, are not eligible to enter the Sweepstakes. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: Take a photo of your Emmys Watch Party (the "Photo") and submit it through one (1) of the following two (2) methods below:

**Method #1: Online Entry.** Visit [www.sterlingvineyards.com/emmyawards](http://www.sterlingvineyards.com/emmyawards) (the "Sweepstakes Website"), follow all entry instructions to complete the required fields within the entry form, upload the Photo and submit to receive one (1) entry into the Sweepstakes (the "Online Entry"). Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.sterlingvineyards.com/en/privacy-policy.html>.

**Method #2: Instagram Entry (via Instagram feed):** Log in to your public Instagram account, follow **@sterlingvineyards** on Instagram, and upload and share the Photo to your public Instagram account, including the hashtag **#SVCSweepstakes** and **@sterlingvineyards** in the Photo caption to receive one (1) entry into the Sweepstakes (the "Instagram Entry"). By using the hashtag, participant indicates his/her agreement to these Official Rules. Entrant's must be a member of Instagram and Entrant's Instagram settings must be public. Entries uploaded from "private" Instagram accounts will not be eligible. Instagram Entrants must follow and continue to follow @sterlingvineyards through at least October 31, 2021 in order to be notified in the event he/she is a potential winner. By submitting an Instagram Entry, entrants agree to [Instagram's Terms of Use](#). **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook, Inc. IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES. INSTAGRAM IS FREE TO JOIN.**

**Online Entry and Instagram Entry are collectively referred to herein as "Entry" or "Entries". All Entries must be received between Sunday, August 1, 2021 at 12:00:01 AM PT and Thursday, September 30, 2021 at 11:59:59 PM PT.** All methods of entry have an equal chance of winning.

**Limits of Entry:**

- **Each Entry must include an original Photo. Entries submitted with a Photo that has already been submitted or that is substantially the same as a previously submitted Photo, as determined by the Sponsor in its sole discretion, will be disqualified.**

- **There is a limit of one (1) Online Entry per person per day.**
- **There is a limit of one (1) Instagram Entry per person per day.**

Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, Instagram accounts, identities, registrations, logins, and/or any other methods, including, but not limited to, Entries generated by script, macro or other automated devices will void that Entrant's Entries and that Entrant may be disqualified from the Sweepstakes. Multiple participants are not permitted to share the same email address or Instagram account. Incomplete entries will not be accepted and are void. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address or Instagram account submitted at time of entry. Authorized Account Holder of an e-mail address means 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. Authorized Account Holder of an Instagram account means the natural person to whom the Instagram account is registered. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address or Instagram account associated with the entry. All entries become the property of the Sponsor and will not be acknowledged or returned.

**ENTRY REQUIREMENTS & CONDITIONS:** All Entries must comply with the following minimum guidelines to be eligible (to be determined by Sponsor in its sole discretion):

- a) No individuals other than the Entrant may appear in the Photo without express written permission. The individual(s) pictured must be aged 21 years or older. Photos containing children or anyone under the age of 21 will not be allowed entry.
  - b) Entry and Photo must not contain, show, mention, refer or allude to any inappropriate use of Sterling Vineyard wine.
  - c) Entry and Photo cannot contain content that is irrelevant to the purpose of the Sweepstakes.
  - d) Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
  - e) Each Photo must be original.
  - f) No duplicate Photos or substantially similar Photos, as determined by the Sponsor's in its sole discretion, may be submitted.
  - g) By submitting a Photo taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo from the photographer.
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- h) Entry and Photo cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- i) Entry and Photo cannot be violent or promote firearms/weapons.
- j) Entry and Photo cannot promote alcohol, illegal drugs or tobacco.
- k) Entry and Photo cannot defame, misrepresent or contain disparaging remarks about people, brands, products, organizations, or companies.
- l) Entry and Photo cannot contain content that defaces or depicts any person, brand, product, organization, or company in a negative or inappropriate manner.
- m) Entry and Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- n) Entry and Photo cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, organization, company or person, living or dead, without permission.
- o) Entry and Photo cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor, Academy of Television Arts and Sciences, and Instagram wish to associate.
- p) Entry and Photo cannot depict illegal activity and cannot itself be in violation of any law.
- q) Entry and Photo cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- r) Entry and Photo may not include which violates the right of privacy or publicity of any person.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Photo, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, which includes the Photo. By submitting an Entry, entrant warrants and represents that: a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; b) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photographed by someone other than the entrant him/herself; c) that Sponsor, in Sponsor's sole discretion, may edit, adapt, alter and/or modify an entry, in whole or in part, without any restrictions as to change; and d) Entrant will indemnify and hold harmless the Sponsor, Sweepstakes Administrator, Academy of Television Arts and Sciences, and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's

conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes. ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL SWEEPSTAKES ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR, ADMINISTRATOR, OR ACADEMY OF TELEVISION ARTS AND SCIENCES IN ANY MANNER.

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** There are five (5) Grand Prizes available to be won (collectively “Prizes”). Each Grand Prize winner will receive a trip package for two (2) people, Grand Prize winner and one (1) guest (the “Guest”), to Napa, California. Each trip package includes:

- Round-trip, coach-class air-transportation for Grand Prize winner and Guest to San Francisco, California from a major airport within the United States nearest the winner’s residence as determined by Sponsor;
- Three (3) days and two (2) nights hotel accommodations at a hotel of Sweepstakes Administrator’s choice, based on single room/double occupancy;
- Red carpet treatment tour of a winery in Napa\*;
- Limousine transportation from destination airport to hotel;
- Limousine transfers to/from hotel and winery tour;
- Ground transportation from hotel to airport; and
- One (1) \$500 Pre-Paid Gift Card.

The ARV of each Grand Prize is: \$3,660. The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded. Travel must take place prior to December 31, 2022. Travel arrangements must be booked at least 60 days in advance. \*Winery Tour dates and times are subject to availability.

The total ARV of all prizes available to be won: \$18,300. No Alcohol Beverages are included in any prize.

There is a limit of one (1) Prize per winner. Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The potential winners will be selected in a random drawing on or about **Monday, October 4, 2021**, from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:** The potential Grand Prize winners will be notified via email and/or phone and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Guest will also be required to sign a Travel Companion Liability

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& Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected.

In the event a potential Grand Prize winner entered via Instagram Entry, such potential winner will be notified by Sponsor via direct message and/or Photo comment to his/her public Instagram account (the "Initial Notification"). To begin the prize claim process, a potential winner must respond as instructed to the Initial Notification with his/her full name, and email address within 48 hours of the Initial Notification. Any potential prize winner who does not reply to the Initial Notification with the required information and within the specified time period will be disqualified and an alternate winner will be notified. Within three (3) days of confirmation of the information received from a potential winner in response to Initial Notification, such potential winner will receive a second notification (the "Second Notification") via email from the Sweepstakes Administrator and will be required to sign and return, within five (5) days of the Second Notification, the Releases. Guest will also be required to sign a Travel Companion Liability & Publicity Release. If the potential winner does not reply to the Initial Notification and the Second Notification with the required information and within the specified time period, he/she will be disqualified and an alternate potential winner may be selected in a separate random drawing.

If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses incurred in connection with any prize not specified herein are the winner's sole responsibility.

**All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Grand Prize winner and/or Guest. Any person that participates in the Grand Prize trip that is not deemed to be the Guest must pay his/her own expenses. Grand Prize winner and Guest must travel on same itinerary.** Grand Prize winner and Guest must have valid photo ID and any other required documentation prior to departure. Travel is subject to

availability. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable.

Sponsor will, in its sole discretion, determine which airport is closest to the Grand Prize winner's home. In the event the Grand Prize winner's residence is close enough to San Francisco, California such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. Grand Prize winner and Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Grand Prize winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded. All hotel reservations are based on availability. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Grand Prize winner and Guest to redeem any portion of the Grand Prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Grand Prize winner and/or Guest other than to supply the remaining elements of the Grand Prize package minus the unused portion of the Grand Prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Grand Prize winner's and Guest's transportation and such contracts shall be solely between the Grand Prize winner, Guest and such transportation companies. Trip components issued in connection with the Grand Prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Grand Prize winner and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further

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obligation to the Grand Prize winner. Grand Prize Winner and travel companion are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport) prior to travel. Guest must be legal U.S. resident, 21 years or older and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above.

In the event Grand Prize winner and/or Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of their services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Grand Prize winner and/or his/her Guest home with no further obligation or compensation whatsoever to Grand Prize winner and Guest. In the event the Grand Prize winner and/or Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S AND GUEST'S ACCEPTANCE OR USE OF THE PRIZE.**

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Winners will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Academy of Television Arts and Sciences, Facebook, Inc., Instagram, Inc., legal counsel, advertising, public relations, promotional, fulfillment and marketing, website providers, web masters and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors, and agents of each (the "Released Parties"), from all claims and liability relating to their



participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. Entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH

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ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Sweepstakes Administrator reserve the right to disqualify any participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has attempted to enter more entries than permitted by these Official Rules using multiple phone numbers, e-mail addresses, Instagram accounts, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void. ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THE SWEEPSTAKES WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving

effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS PROMOTION, SHALL BE RESOLVED BY ARBITRATION IN NAPA COUNTY, CA BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NAPA COUNTY, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

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PRIVACY: As a condition of entering the Sweepstakes, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from Entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.sterlingvineyards.com/en/privacy-policy.html>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <http://www.sterlingvineyards.com/emmyawards> or send a self-addressed, stamped envelope by October 4, 2021, to: **The Sterling Vineyards "Emmys Watch Party" Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after October 4, 2021) send a stamped, self-addressed envelope (no later November 4, 2021) to: **The Sterling Vineyards "Emmys Watch Party" Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-654.

**SPONSOR:** Treasury Wine Estates Americas Company, d/b/a Sterling Vineyards, 555 Gateway Drive, P.O. Box 4500, Napa, CA 94558.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044  
[www.ussweeps.com](http://www.ussweeps.com)

Void in Hawaii, Utah, Puerto Rico, **Guam, the U.S. Virgin Islands**, all other US Territories and Possessions, outside of the United States, and wherever else prohibited by law.

All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved. Academy of Television Arts and Sciences is not a sponsor of this Sweepstakes. Academy of Television Arts and Sciences is in no way responsible for the administration of the Sweepstakes, the verification of any winner(s), or the fulfillment of the Prize(s). All inquiries

regarding the Sweepstakes should be directed to the Sponsor and not to the Academy of Television Arts and Sciences.

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