

FRANK FAMILY VINEYARDS

12 Days of Frank Family Giveaways Official Rules

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

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OLD AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The 12 Days of Giveaways (“Giveaway”) is sponsored by Frank Family Vineyards (“Sponsor”), 1091 Larkmead Lane, Calistoga, CA 94515 and is administered by the Sponsor.

12 Days of Frank Family Giveaways Period: The 12 Days of Giveaways begin at 9 AM Pacific Time (“PST”) on December 1, 2022 and ends at 12:00 PM PST on December 13, 2022 (“12 Days of Frank Family Giveaways Period”). Sponsor computer is the 12 Days of Giveaways official clock.

Eligibility

The contest is open to legal residents of the 50 United States and the District of Columbia who are 21 or older at the time of entry. Void where prohibited or restricted by law. The contest is not open to entry where prohibited or restricted by law and is not open to Frank Family employees.

Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the 12 Days of Frank Family Giveaways. Winning the prize is contingent upon fulfilling all requirements set forth herein. If an Entrant participates via a mobile device, message and data rates may apply. Not all cellular phone providers carry the service necessary to participate in the giveaways through a mobile device. If entering using a mobile device, please check your mobile device’s capabilities for specific web-enabled browsing instructions and pricing plans. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned.



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Selection of Winners

The winner of the previous day's giveaway will be selected at random and announced on Sponsor's Instagram Story and notified by 12pm PDT via direct message on Instagram.

The winner is deemed to be a potential winner, pending verification of the Entrant's eligibility and compliance with these Official Rules, as determined by Sponsor, in its sole and absolute discretion.

Claiming Prize

After notification of winning via direct message, the winners will have 24 hours to claim their giveaway prize. If the winner fails to do so, another entrant may be selected as a winner.

Limitation of Liability

By participating in this giveaway, Entrants agree that the giveaways Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Giveaways; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Giveaways and/or accepting the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Giveaways Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Giveaways, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Giveaways; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of



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action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Giveaway, including, but not limited to, any Giveaways -related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Giveaways; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Giveaway is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Giveaway and/or proceed with the Giveaway including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer, typographical, mechanical, or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, more winners stated on any Giveaway related materials, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received.

Without limiting the foregoing, everything regarding this Giveaway, including the Prize, is 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.

Disputes

Any dispute, claim or controversy arising out of or relating to this promotion, shall be resolved by arbitration in San Francisco, 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



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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 year of the time the cause of action occurred, or the cause of action shall be forever barred.

Privacy Policy

Any personally identifiable information collected during a participant's participation in the Promotion will be collected by Sponsor for the sole purposes of the proper administration and fulfillment of the Giveaway as described in these Terms and Conditions, in accordance with Sponsor's Privacy Policy as stated at: <https://www.frankfamilyvineyards.com/terms>.

General

Any attempted form of participation in this Giveaway other than as described herein is void. Sponsor reserves the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Giveaway; 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 Giveaway. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Giveaway will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address or social media handle, as applicable, submitted with such entry. "Authorized account holder" is defined as the natural person who is (1) assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or (2) assigned to an account by a social media platform. Each Entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any



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provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Giveaway details contained in these Official Rules and Giveaway details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Giveaway as set forth in these Official Rules shall prevail.

Frank Family's "12 Days of Frank Family Holiday Giveaways" contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram.



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