

## **GRACIANNA AUDIOBOOK SWEEPSTAKES RULES**

### **Official Rules**

NO PURCHASE IS NECESSARY TO ENTER. YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE.

#### **1. Eligibility**

Sweepstakes is open to any adult over 21 who is a permanent legal resident of the 50 United States of America and its territories and has a valid email address. Void where prohibited by law and employees, as well as subsidiaries, affiliates, suppliers, advertising and promotion agencies, and employees' immediate family members of Gracianna are ineligible to participate in the sweepstakes.

#### **2. Sponsorship**

Sweepstakes sponsor is Gracianna Winery, 6910 Westside Road, Healdsburg CA 95448.

#### **3. Agreement to Rules**

By entering this sweepstakes, participants agree to abide by the Gracianna's Official Rules and decisions. We have the right to refuse, withdraw, or disqualify entries at our sole discretion. Participant agrees to accept the decision of Gracianna and its sponsors as final and binding.

#### **4. Entry Period**

The Sweepstakes begins at 12:00pm PST on 7/16/2021 ("Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official timekeeping device for the Sweepstakes. The Sweepstakes will end on 9/14/2021 at 11:59pm PST.

#### **5. How to Enter**

At the beginning of the Entry Period, you may enter the Sweepstakes by going to <https://www.gracianna.com/audiobook-sweepstakes/> (the "Sweepstakes Site") and completing the Sweepstakes entry form. There is a limit of one (1) entry per person/email address. Additional entries per person/email address, will not be acknowledged. The use of an agency or any automated system to enter is strictly prohibited and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion.

## 6. Prizes

One (1) grand prize will be awarded, and one (1) winner will be chosen. Total prize value approximately \$1,200.

Two (2) night midweek stay (based on availability) at the Gracianna Farm Stay Loft at Gracianna Winery in Healdsburg, California. Stay must be booked for arrival on Monday and departure on Wednesday or arrival on Tuesday and departure on Thursday.

As a working winery/vineyard, the winery makes no warranties to participants safety or injury caused by farm equipment, chemical drift, wild animal attack, wildfire, or power outage. If after arrival there is a mandated evacuation due to wildfire or other natural event, the winner will be hosted at a hotel chosen by Gracianna in the vicinity of Gracianna Winery.

The prize includes a \$600 travel voucher **good for roundtrip airfare only** (e.g., not applicable to rental cars or other transportation, tolls, incidental expenses, meals, etc.) Airfare will be reimbursed upon presentation of a valid original purchased airline ticket receipt **including boarding stub/s** for the one or two persons traveling and redeeming the sweepstakes' two-night stay. Reimbursement will only be for airline travel including taxes for travel combined with the stay only. The prize is not transferable, prizes may not be substituted. Acceptance of the prize grants Gracianna permission to use the winner's name and likeness for advertising, promotion, and trade without further compensation or remuneration unless prohibited by law.

Travel credit may only be used for airfare to Santa Rosa (STS), San Francisco Airport (SFO) or Oakland (OAK) and will be reimbursed by winery with valid expense receipts upon arrival to property. US residents only. Travel must be initiated from the US.

**Local/regional winner:** If the winner lives within a 200-mile radius of the winery at 6910 Westside Road, Healdsburg, CA 95448 as determined by Google Maps the winner will not receive an airline travel credit but rather a mileage reimbursement at \$0.55/mile, round trip plus the two-night stay.

Entry into the contest constitutes a permission and opt-in allowing Gracianna the ability to use the entrant's email address and phone number for future marketing. Participants may opt-out of mailings or phone calls at any time.

Since the prize is worth more than \$600, we are required to report your winnings to the IRS and are compelled to collect the winner's social security number and issue a 1099 for tax purposes. Winner agrees to provide social security number in writing before loftstay is booked and confirmed by Gracianna. If you are unwilling to provide your social security number, then Gracianna is unable to provide the prize and your prize will be forfeited and another winner will be chosen at random. Any taxes will be the sole responsibility of the winner.

Prize stay must be claimed and completed by March 1, 2022.

Available dates to book your stay at the Gracianna Loft are often impacted. It is

recommended to book your stay as soon as possible after winning the contest to confirm your desired dates as available. The AirBNB platform will determine available dates; however, booking will be direct with the winery.

The winner is responsible for any taxes or other costs and expenses not listed above. All decisions of Gracianna in this giveaway are final, binding, and non-negotiable. No prize may be transferred or substituted for its cash value, including no cash value refunded for loft stay completed that does not utilize the entirety of a stay credit or airfare not used. Any airfare or loft stay credit cannot be applied to outstanding fees previously owed nor combined with any other promotions. Any amount of additional nights stayed at the loft over the sweepstakes credit amount will be charged at the current market value.

## 7. Force Majeure

In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the potential winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only one (1) of the type of prize described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by duly authorized representatives of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## 8. Construction

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of California without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of California. All entrants expressly agree that the California courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Sweepstakes and agree to submit to the laws of and the jurisdiction of the of courts of California, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be in California. The invalidity or unenforceability

of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

## 9. Drawing

After the Entry Period, on or about 9/15/2021, Sponsor will select one (1) potential winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received.

## 10. Selection and Notification of the Winner

The winner will be selected by a random drawing under our supervision. Gracianna will contact entrants by email and phone by 9/22/21. The winner has fourteen (14) days to claim the prize. The prize may be forfeited if winner does not contact Gracianna within the time limit.

Gracianna is not liable for the winner's failure to receive notification of winning if he or she provided an incorrect email address or phone number or if their email security settings caused the prize notification to go into a spam or junk folder.

If the first winner does not claim the prize within fourteen (14) days Gracianna reserves the right to select an alternate winner who must acknowledge receipt of the prize upon the condition of compliance with sweepstakes rules and any applicable federal, state, and local laws. Only three (3) alternate potential winners may be contacted. If after all attempts have been made to reach out, Gracianna will select a winner randomly from their database.

## 11. Rights Granted by the Entrant

The participant grants Gracianna, the Sponsor, upon submission of an entry into the giveaway or contest the right to use the participant's submission, voice, likeness, image, statements about the contest for publicity, news, advertising, promotional purposes, trade, and so forth, without any further notice, review, consent, compensation or remuneration.

## 12. Terms & Conditions

Gracianna reserves the right to modify, suspend, cancel or terminate in the event that non-authorized human intervention, a bug or virus, fraud, or other causes beyond our control impact or corrupt the security, fairness, proper conduct, or administration of the sweepstakes.

Gracianna has the right to disqualify anyone who violates the terms, as well as our rights to seek damages to the fullest extent permitted by law, in cases where a

participant has caused deliberate damage or undermined the legal operation of the promotion.

### 13. Limitation of Liability

The participant's entry into the Sweepstakes constitutes their agreement to release and hold harmless Gracianna and its Sponsors and its subsidiaries, affiliates, employees, etc., against all claims, liability, illness, injury, death, loss, etc., that occurs directly or indirectly from participation in the contest or use/misuse of the awarded prize.

### 14. Disputes

The entrant agrees, as a condition of participating in the promotion, that disputes not resolved between the participant and Gracianna and its Sponsors shall be individually resolved exclusively before a court located in California, without resorting to any form of class action. The entrants waive all rights to punitive, incidental, or consequential damages, and they waive all rights to have damages multiplied or increased.

### 15. Winners List

Participants may request a copy of the list of winners' names by mailing the request to: Gracianna Winery, c/o Gracianna Audiobook Sweepstakes Winners, 6910 Westside Road, Healdsburg, CA 95448. Requests must be received by October 1, 2021.

### 16. Social Media Platform Rules

The Sweepstakes is hosted by Gracianna and is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or Google or any related promotional platform.

### 17. Affirmation of Acceptance of and Agreement to All of the Official Rules

By checking the "Accept the Official Rules" box, you, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules. You also agree to receive email and phone communication and special offers from Gracianna Winery. You may opt out of email and phone communications at any time.