

## Sunny with a Chance of Flowers Choose to Bloom Sweepstakes

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED, RESTRICTED, OR WHERE SPONSOR IS UNABLE TO OBTAIN REGULATORY APPROVALS OR DETERMINES THAT ENTRANT IS INELIGIBLE.**

1. **SWEEPSTAKES PERIOD:** Sunny with a Chance of Flowers Choose to Bloom Sweepstakes (the "Sweepstakes") will begin on June 1, 2021 at 12:01 AM Pacific Time ("PT") and end on September 30, 2021 at 11:59 PM Pacific Time ("Sweepstakes Period"). All entries must be submitted during the Sweepstakes Period to be eligible. Sweepstakes subject to these Official Rules ("Official Rules"). Electronic entries must be received by 11:59PM PT on September 30, 2021. All entries become the property of Sponsor and will not be acknowledged or returned. For purposes of this Sweepstakes, a "day" begins at 12:00AM PT and ends at 11:59 PM PT except on the first day which begins at 12:01 PM PT.
2. **SPONSOR:** This Sweepstakes is sponsored by Scheid Family Wines d/b/a Sunny with a Chance of Flowers, 305 Hilltown Road, Salinas, CA 93908 ("Sponsor")
3. **ELIGIBILITY:** The Sweepstakes is only open to legal residents of the United States and the District of Columbia, (except where prohibited or restricted by law), who are at least twenty-one (21) years of age or older at the time of entry. ("Entrant(s)"). This Sweepstakes is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law, or where Sponsor is unable to obtain regulatory approvals.

The following persons are not eligible: (1) employees, officers, directors, agents, or representatives of (a) Sponsor; (b) the legal, promotion and advertising agencies of Sponsor; (c) any entity connected with the production or administration of the Sweepstakes; (d) licensed alcoholic beverage retailers, wholesalers, or distributors; and (e) any parent company, affiliate, subsidiary, agent and representative of any entity referred to in (a), (b), (c), or (d); and (2) immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related) and of any person referred to in (1) above. This Sweepstakes is subject to all applicable federal, state and local laws.

4. **HOW TO ENTER:** There is one method of entry for the Sweepstakes:

**Online Entry.** During the Sweepstakes Period, visit <https://sunnywines.com/choose-to-bloom> ("Website") and submit the official entry form ("Entrant"), including your full name, zip code, phone number, email and birthdate ("Entry"). Entrants must confirm they are 21 years of age or older. Entrants must complete all fields in the online entry form or entry will not be accepted. If an Entrant does not have a computer or other

device to access the Internet, many public libraries offer free access to computers and the Internet. Entries must be received during the Sweepstakes Period.

Limit one (1) entry per person during the Sweepstakes Period. All entries in excess of this limit will be deemed void. Each Entrant can only use one (1) email to participate in the Sweepstakes. If it is discovered that a person has attempted to use more than one (1) email address to participate in the Sweepstakes then (in the sole and absolute discretion of Sponsor) he/she may be disqualified from participating in the Sweepstakes. Use (or attempted use) of multiple names, identities, telephone numbers, email addresses and/or any automated, macro, script, robotic or other systems(s) or program(s) to participate in this Sweepstakes is prohibited and is grounds for disqualification. Sponsor is the official timekeeper of the Sweepstakes. All entries are subject to verification at any time. Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Sponsor – including, without limitation, government issued photo identification) to participate in this Sweepstakes. Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification of the applicable entries that cannot be verified to the satisfaction of Sponsor, in its sole and absolute discretion.

5. **PRIZE:** One grand prize winner (the “Winner”) will receive a one year subscription of flowers delivered to his/her home address on a monthly basis over a consecutive twelve (12) month period, i.e., twelve (12) flower bouquets in total, delivered one (1) bouquet per month (the “Prize”). Total Approximate Retail Value (“ARV”) of Grand Prize is six hundred dollars (\$600.00). Winner is not entitled to any surplus between actual retail value of Prize and stated ARV and any difference between stated ARV and actual value of Prize will not be awarded. No substitution, transfer, or cash redemption of Prize, except by Sponsor, who reserves the right to substitute a Prize with another Prize of equal or greater value should the advertised Prize or any part of it become unavailable for any reason as determined by Sponsor in its sole discretion. All federal, state, and local taxes on any Prize are the sole responsibility of Winner. Winner may be issued an IRS Form 1099 for the ARV of any awarded Prize. Alcohol is not part of the prize. Winner must be 21 years of age or older.
6. **WINNER SELECTION:** Winner will be selected from among all eligible entries received for the Sweepstakes, in a random drawing to take place on or about **October 8, 2021**. Odds of being selected are determined by following the entry rules and then selecting a winner at random.
7. **NOTIFICATION:** Winner will be notified by telephone or e-mail on or about October 12, 2021. In order to be eligible to receive the Prize, Winner will be required to sign and return within five (5) business days of receipt an affidavit or declaration of eligibility and liability/publicity release and any other required materials, which: (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii)

releases Sponsor and each of their respective officers, directors, agents, representatives, successors and assigns from any and all liability in connection with this Sweepstakes, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Sweepstakes and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the Winner: (a) fails to return the properly executed Sweepstakes documents, including Winner's affidavit/declaration form, within the specified time; and/or (b) cannot accept the Prize as awarded for any reason; then he/she may be disqualified (and will forfeit all rights to the Prize) and Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries.

8. **CONDITIONS:** Winner consents to the use of his or her name, voice and/or likeness by Sponsor for advertising purposes without additional compensation unless otherwise prohibited by law. By entering, participants and Winner agree to be bound by the Official Rules and release Sponsor and its parents, partners, affiliates, subsidiaries, officers, agents, employees, advertising agencies, and all others associated with the development and execution of the Sweepstakes from and against any and all liability with respect to or in any way arising from the Sweepstakes and/or use of the prizes, including, without limitation, liability for death, personal injury, damage or loss. All decisions of Sponsor are final and binding; and Entrants agree to waive any right to claim ambiguity in the Sweepstakes or Official Rules, except where prohibited by law.

Disputes will be governed by the internal laws of the State of California and venue for any legal action or claim must be brought in a court of competent jurisdiction in California. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the operation of the Sweepstakes or violating the Official Rules.

9. **LIMITATIONS OF LIABILITY:** Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete, illegible or indecipherable entries due to, among other things, system errors or failures or otherwise, or faulty transmissions or other telecommunications malfunctions, bugs and/or problems related to the online entry; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (e) technical or human error that may occur or be encountered by Entrants in the entry process, or by Sponsor in the administration of the Sweepstakes or the processing of entries, including computer system, phone line, hardware, software or program malfunctions, the presence of computer viruses or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature; (f) any error, omission, interruption, deletion, theft or destruction, or unauthorized

access to, or alteration of entries ; or (g) any injury or damage to persons or property (including death) which may be caused, directly or indirectly, in whole or in part, from any Entrant's participation in the Sweepstakes or receipt or use of any prize. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. In the event of a system malfunction or the presence of a virus, the Sponsor reserves the right to modify or terminate the Sweepstakes at its sole discretion.

10. **WAIVER OF JURY TRIAL:** Except as prohibited by applicable law and as a condition of participating in this Sweepstakes, each Entrant hereby irrevocably and perpetually waives any right s/he may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Sweepstakes, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby.
  
11. **PRIVACY AND PUBLICITY:** All personal information collected by the Sponsor will be used for administration of the Sweepstakes. The Sponsor reserves the right and all Entrants expressly agree that the Sponsor may use the name and/or pseudonym of Winner and/or all photographs and videos at whatever location such visual material may be produced, except as prohibited by law. Use may include the Internet, such as the websites of the Sponsor, its social network pages including Facebook, Twitter, Instagram, YouTube, etc. and other publicity, magazines, catalogs or other media. In addition, Entrants may elect to receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Please refer to Sponsor's privacy policy located at <https://sunnywines.com/wp-content/themes/sunny/img/files/Sunny-Privacy-Policy.pdf> for important information regarding the collection, use and disclosure of personal information by Sponsor.
  
12. **OFFICIAL RULES AND WINNER LIST:** For a copy of these Official Rules or the Winner, please send a request and a self-addressed, stamped envelope to: Sunny with a Chance of Flowers Choose to Bloom Sweepstakes Official Winners List to 305 Hilltown Road, Salinas , CA 93908 (Requests must be received by November 1, 2021.)