

**Harken Movie Moments at Home Sweepstakes
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 21 YEARS OF AGE OR OLDER.

Harken Movie Moments at Home Sweepstakes ("Sweepstakes") begins at 12:00:00 AM Pacific Time ("PT") on June 1, 2020 and ends at 11:59:59 PM PT on September 30, 2020 ("Sweepstakes Period"). The computer clock of Administrator is the official time-keeping device in the Sweepstakes.

ELIGIBILITY: Sweepstakes is open only to legal U.S. residents who are physically located in one (1) of the fifty (50) United States or the District of Columbia (NOT including residents of Puerto Rico, all U.S. Territories), who are at least 21 years of age or older at the time of Sweepstakes registration. The following are not eligible to enter or win: employees, contractors, directors and officers of O'Neill Beverage Co. LLC ("Sponsor") and Southern Made ("Administrator") and each of its parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agency involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members, as defined below, of each, regardless of where they reside, and those living in their same households whether or not related. Employees of licensed alcoholic beverage manufacturers, distributors and retailers of alcoholic beverages, as well as state or local alcohol beverage agencies and their employees, are not eligible to enter or win. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who, within the past six (6) months, performed services for the Sponsor, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the Prizes, and/or their respective parent, affiliates, subsidiaries, and successor companies, and immediate family members and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Winning a Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state and local laws and regulations apply. Void where prohibited or restricted.

HOW TO PARTICIPATE: During the Sweepstakes Period there are two (2) ways to participate; **1) Website Submission:** To receive one (1) entry in the Sweepstakes ("Sweepstakes Entry"), visit www.harkenwines.com/fandangosweeps ("Website") and complete an online form with the required information, including date of birth ("Website Submission"). **2) Mail-in Submission:** To receive one (1) Sweepstakes Entry without visiting the Website, hand-print your name, complete address (no P.O. boxes permitted),

phone number (including area code), date of birth, and email address on a 3" x 5" piece of paper and mail in an envelope with proper first class postage affixed to: Harken Movie Moments at Home Sweepstakes, PO Box 90130, Nashville, TN 37209 ("Mail-In Entry"). All Mail-In Entries must be postmarked by September 30, 2020 and received by October 7, 2020.

Mail-In Entries generated by script, macro or other automated means and Sweepstakes Entries by any means, which subvert the entry process, are void. By submitting a physical Mail-In Entry, you agree to the Official Rules and are willing to provide your information to the Sponsor and the Administrator. No photocopied or mechanically reproduced Sweepstakes Entries will be accepted. Mail-In Entries become the property of Sponsor and will not be returned. There is a limit of a total of one (1) Sweepstakes Entry (whether by Website Submission or Mail-In Entry) per person and email address per day.

At the time of entry, entrants may be given the opportunity to opt-in to receive further communications from Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning

WINNER SELECTION & NOTIFICATION: The potential Winners will be selected in a random drawing held on or about October 9, 2020. Odds of winning will depend on the number of eligible Sweepstakes Entries received during the Sweepstakes Period.

Potential Grand Prize Winner will be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within two (2) days of date of issuance. If such documents are not returned within the specified time period, Grand Prize notification is returned as undeliverable, the Sponsor or its agent is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, Prize will be forfeited and, at the Sponsor's discretion, an alternate Winner may be selected. The Sponsor reserves the right not to award a Prize in the event the Sponsor is unable to identify and confirm a Winner for an applicable Prize after attempting to contact alternate Winners. Limit of one (1) Prize per household.

Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. In the event that, for reasons beyond their control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules, they will substitute the Prize with another Prize of similar nature and equal or greater value at their sole discretion. The Prize is non-assignable and non-transferable and is not redeemable for cash. If a selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize may be awarded to an alternate Winner. All Sweepstakes Entries and potential Winners are subject to verification by the Sponsor and the Administrator, whose decisions are final and binding. No compensation will be paid in lieu of Prize.

SWEEPSTAKES GRAND PRIZE (1): There is one (1) Grand Prize ("Grand Prize") available to be awarded. Grand Prize winner ("Grand Prize Winner") will receive a

FandangoNOW Promotional Code (“Grand Prize Code”) via e-mail good towards the purchase or rental of content on FandangoNOW.com and via participating FandangoNOW apps (up to \$400 total value).

ARV of Grand Prize is \$400.

SWEPSTAKES FIRST PRIZE (2,000): There are two-thousand (2,000) 1st Prizes (“1st Prize” and together with Grand Prize, each a “Prize”) available to be awarded. 1st Prize Winner (“1st Prize Winner” and together with Grand Prize Winner, each a “Winner”) will receive a FandangoNOW Promotional Code (“1st Prize Code”) via e-mail good towards the rental of any movie on FandangoNOW.com and via participating FandangoNOW apps (up to \$5 total value).

ARV of 1st Prize is \$5. ARV of all 1st Prizes is \$10,000.

ARV of all Prizes is \$10,400.

GRAND PRIZE CONDITIONS: Grand Prize Code is good towards the purchase or rental of content on FandangoNOW.com and via participating FandangoNOW apps (up to \$400 total value). You may be required to pay taxes separately. Grand Prize Code expires on 9/30/21. You must have a Fandango VIP account to redeem your Grand Prize Code. Fandango VIP is free to join. Credit card may be required for transactions on FandangoNOW.com. Grand Prize Code must be redeemed to your Fandango VIP account or entered at checkout to receive credit. If lost or stolen, cannot be replaced. No cash value, except as required by law. Void where prohibited. Not valid with any other offer. Not for resale; void if sold or exchanged. If the cost of purchase or rental of content is more than maximum value of the Grand Prize Code, then user must pay the difference. The redemption of the Grand Prize Code is subject to Fandango’s Terms and Policies at www.fandango.com/terms-and-policies.

1ST PRIZE CONDITIONS: 1st Prize Code is good towards the rental of any movie on FandangoNOW.com and via participating FandangoNOW apps (up to \$5 total value). You may be required to pay taxes separately. 1st Prize Code expires on 12/31/20. You must have a Fandango VIP account to redeem your 1st Prize Code. Fandango VIP is free to join. Credit card may be required for transactions on FandangoNOW.com. 1st Prize Code must be redeemed to your Fandango VIP account or entered at checkout to receive credit. One-time use only. If lost or stolen, cannot be replaced. No cash value, except as required by law. Void where prohibited. Not valid with any other offer. Not for resale; void if sold or exchanged. If the cost of purchase or rental of content is more than maximum value of the 1st Prize Code, then user must pay the difference. Any price difference between rental or purchase of content and maximum value of the 1st Prize Code will not be refunded. The redemption of the 1st Prize Code is subject to Fandango’s Terms and Policies at www.fandango.com/terms-and-policies. Limit one (1) 1st Prize Code per household.

GENERAL PRIZE RESTRICTIONS: Acceptance of a Prize constitutes permission to use Winner's name, photograph and likeness for publicity purposes without further compensation in any and all media now known or hereinafter without territorial restriction (except where prohibited by law). By entering, you agree that Sweepstakes Parties, Fandango Loyalty Solutions, LLC and their respective parents, subsidiaries, affiliates, directors, employees, agents, successors and/or assigns and their advertising and promotional agencies shall have no liability for, and to release and hold all such parties harmless from, any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a Prize or participation in this Sweepstakes. Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorney's fees. The Sponsor reserves the right, in its sole discretion to terminate, modify, cancel or suspend this Sweepstakes and award the Prizes from among all eligible Sweepstakes Entries received prior to action taken by the Sponsor, should fraud, virus, bugs or other causes beyond the control of the Sponsor corrupt the administration, security or proper play of the game. Sweepstakes Parties are not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. The Sponsor reserves the right at its sole discretion, to disqualify any individual, and all of his/her Sweepstakes Entries, who tampers with the entry process. By entering, you agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of 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 any choice of law or conflict of law rules, and you consent to the jurisdiction and venue of the federal, state and local courts located in. Please see the Sponsor's Privacy Policy at <https://oneillwine.com/policies/policies> for details regarding the use of personal information collected in connection with this Sweepstakes.

PRIZE LIMITATIONS: Limit of one (1) Prize per household. If it is discovered, during Prize verification, that you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the Administrator, and/or your Sweepstakes Entries will be void. Sweepstakes Entries generated by script, macro or other automated means and Sweepstakes Entries made by any means, which subvert the entry process, are void. All Sweepstakes Entries become the property of the Sponsor and will not be acknowledged or returned. Sweepstakes Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered Prizes.

RELEASE OF LIABILITY: Sweepstakes Parties shall not be responsible or liable for Sweepstakes Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Sweepstakes Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Sweepstakes Entries will be disqualified. By entering the Sweepstakes, you agree: (i) to be bound by these Official Rules and by all applicable laws and all decisions of the judges which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to the Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any of the Sweepstakes Parties; and (iv) to release, indemnify, and hold harmless each of the Sweepstakes Parties and each of their respective officers, directors, employees, agents and representatives, from any liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) that may arise in connection with: (a) your participation or inability to participate in the Sweepstakes, (b) typographical errors in the Official Rules or any Sweepstakes promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use an Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Sweepstakes Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the Sweepstakes Entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Sweepstakes site or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Sweepstakes Parties or by you, (i) interruption or inability to access the Sweepstakes, any Sweepstakes-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Sweepstakes Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Sweepstakes Parties. Each Winner hereby acknowledges that the Sweepstakes Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Sweepstakes.

CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or Winners, the Sponsor, and the

Administrator in connection with this Sweepstakes, 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 or provisions (whether of the State of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of California. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

NAMES OF WINNERS: For the name of the Winner(s) send a self-addressed stamped envelope for receipt by November 30, 2020 to: Harken Movie Moments at Home Sweepstakes Winners List Request, C/O PO Box 90130 Nashville, TN 37209.

SPONSOR: O'Neill Beverage Co. LLC, [8418 S. Lac Jac Ave. Parlier, CA 93648](#).

Fandango and Fandango Loyalty Solutions, LLC, or their parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Sweepstakes and are not responsible for the promotion, administration or execution of this Sweepstakes.