

## OFFICIAL RULES

### NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

1. **CONTEST PERIOD:** The Unleash Your Inner Explorer Contest (the “**Contest**”) starts at 12:00 AM Eastern Time (“**ET**”) on September 15, 2022 and ends at 11:59 PM ET on October 31, 2022 (the “**Contest Period**”).
2. **ELIGIBILITY:** Contest is open to legal residents of the fifty (50) United States & the District of Columbia (excluding Mississippi, North Dakota, West Virginia & Wyoming) who are twenty-one (21) years of age or older as of date of entry. Evaton Inc. (the “**Sponsor**”), and its subsidiaries, affiliates, employees, directors, and advertising, promotional and judging agencies, including Don Jagoda Associates, Inc. (“**Administrator**”) (collectively with Sponsor and Administrator “**Indemnitees**”), all retailers of any alcohol-beverage products and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win. Void in MS, ND, WV, WY and where prohibited by law. All federal, state and local laws and regulations apply.
3. **HOW TO ENTER:** During the Contest Period, post a photo on your Instagram account of a “new discovery” you have made in your life including Silk & Spice in the photo as an inspiration (via including the bottle of Silk & Spice or the words “Silk & Spice” in the photo). The “new discovery” should be something that is new to your life: this could be trying a new recipe; traveling to a new place; learning something new; starting a new hobby; etc. and include a caption with the hashtags #UnleashYourInnerExplorer and #contest and tag @silklandspicewine (“**Entry**”). To enter, you must have an Instagram account and have your account settings set to public (not private) and be a follower of the @silklandspicewine’s Instagram account. An Instagram account can be opened for free by downloading the Instagram application from the Apple store or Google Play.

#### **Entry must comply with the following guidelines to be eligible:**

- If anyone other than yourself is featured/depicted in your photo, they must be 21 years of age or older and you must have their permission to include them. Individuals may be required to complete a photo release form, in Sponsor’s sole discretion.
- Your Entry must be original to you and you must own all rights in the Entry and all other content submitted in connection with the Entry and grant the Rights Holders, as defined below, the License described below.
- You must take the photo yourself.
- Your Entry must not include any representation of celebrities, athletes, musicians, or any other public or private figure, include any anti-social, political or religious groups, any commercial solicitation or promotional materials and your photo must not include your or any other person’s/companies’ full name, address, phone number, or URL address. Entry must not contain advertisements, personal solicitations or commercial solicitations.
- Your Entry must not feature fireworks, firearms and ammunitions, prescription drugs, illegal drugs and related drug paraphernalia, nutritional supplements, lotteries and gambling.
- Your Entry must not have been submitted previously in a promotion or contest of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your circle of friends and family through your social networking sites) through any means.
- Your Entry must not contain content that is false, inaccurate or misleading.

- Entry must not contain material that is inappropriate, unsuitable, indecent, profane, obscene, hateful, tortuous, defamatory, slanderous or libelous (including but not limited to words or symbols that may be considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group).
- Your Entry must not contain material, words or symbols that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Your Entry must not contain material that is, in Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third-party materials, other than Silk & Spice, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to, corporate logos, brand names, slogans, political, or religious statements), or is otherwise objectionable.
- Your Entry must not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials other than Sponsor's.
- Entrants and all submitted Entries must be in keeping with Sponsor's image/Sponsor's brand image as determined by Sponsor/Administrator, in its sole discretion. The Entry must not disparage Sponsor, persons or organizations associated with Sponsor, or any other person or entity.
- Entries must not reference any of Sponsor's competitors or any other third party.

Any Entry that violates any of the guidelines above or that is deemed inappropriate or containing unsuitable material, in Sponsor's sole discretion may be disqualified.

You may enter as often as you wish but each Entry must be unique. Entries must be complete to be eligible.

Standard data fees/rates may apply. See your wireless provider for pricing plan details. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All Entries become the sole property of the Sponsor and will not be returned.

4. **GRANT OF RIGHTS:** Once submitted, Entries cannot be modified by entrant. By submitting an Entry, each entrant gives permission (and warrants and represents that he/she has obtained all rights necessary from third parties to give such permission and grant the license herein described) to Sponsor and its licensees, sublicensees, successors, and assigns (collectively, the "**Rights Holders**"), the exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license (including but not limited to, all intellectual property and proprietary rights including without limitation patents, trademarks, and copyrights) to use, perform, exhibit, edit, adapt, reproduce, manufacture, construct, tailor, distribute, sell, offer to sell, import and/or otherwise exploit the Entry, and the entrant's likeness, name, voice and biographical information (including, but not limited to, city and state of residence), in any manner and in any and all distribution channels, venues, formats and media now or later known or developed (collectively, the "**License**") without compensation (where permitted by law) and without review, approval or notice, to the extent permitted by law. The rights granted pursuant to the License shall also include, without limitation, the right to: (a) change, alter, distort, edit or revise the Entry, or any part thereof; and (b) make derivative works based on the Entry, or any part thereof. Entrant agrees to sign any documents required by Sponsor upon request (and without compensation) to confirm such License. Sponsor is not obligated to exercise any of the

rights granted in these Official Rules. Entrant further agrees that (a) Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) and that he/she has no expectation of privacy as to his/her Entry and (b) Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) his/her Entry and that Sponsor shall have no liability to entrant or any third party in conjunction therewith.

5. **JUDGING:** Each submitted Entry will be judged on or about November 7, 2022 by a panel of Sponsor-selected judges to determine in the following order, based on judging scores: one (1) Explore the Outdoors winner; one (1) Urban Escape winner; one (1) Cooking at Home winner; and 20 Runner Up Prize winners (subject to verification) based on the following judging criteria: Creativity/Originality (35%); Visual Appeal (30%); Inspirational Power (20%) and Commercial Appeal (15%). In the event of a tie for any prize, tied Entries will be re-judged by the judges based solely (100%) on Visual Appeal. Decisions of judges are final with respect to all matters relating to the Contest.
6. **WINNER NOTIFICATION:** The potential Explore the Outdoors, Urban Escape and Cooking at Home Prize winners will be contacted via Instagram DM from the Silk & Spice Instagram account (@silklandspicewine) with an email address each winner must contact within forty-eight (48) hours or prize will be forfeited and an alternate winner will be determined. Winners will then be required to sign and return, via email, a Declaration of Eligibility & Liability Release, and where legal, a Publicity Release and Assignment of Rights within three (3) days or prize will be forfeited. The Runner Up Prize winners will be contacted via Instagram DM from the Silk & Spice Instagram account and must reply back to the DM with their name, contact information and date of birth within forty-eight (48) hours or prize will be forfeited and an alternate winner will be determined. By winning a prize, you understand that Sponsor and its agencies have the right to promote, advertise and post and/or edit your Entry, including all components, in any way they see fit.
7. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** **Explore the Outdoors Prize (1):** Prize includes a \$550 Sponsor specified gift card to be used for a cabin rental, a Sponsor Specified portable camping stove and a Sponsor specified 25oz insulated wine bottle. The ARV of the Explore the Outdoors Prize is \$750. **Urban Escape Prize (1):** Prize includes a \$600 Sponsor specified Experience Gift Voucher to be used to book a hotel stay in the city of winner's choice, a \$100 Sponsor specified ground transportation gift card/credit and a Sponsor specified 25oz insulated wine bottle. The ARV of the Urban Escape Prize is \$750. **Cooking at Home Prize (1):** Prize includes a Sponsor specified two burner propane gas grill, a Sponsor specified outdoor entertaining kitchen kit, a vertical level corkscrew and set of eight (8) casual wine tumblers. The ARV of the Cook at Home Prize is \$725. **Runner Up Prize (20):** A Sponsor specified 25oz insulated wine bottle. The ARV of each Runner Up Prize is \$50. Alcohol not included with any prize. Prizes are nontransferable, non-assignable, and no substitution or cash redemption is allowed, except that Sponsor reserves the right to award an alternate prize (or portion of prize) of equal or greater value if any advertised prize is unavailable. All taxes related to the prizes are the sole responsibility of the winners. Prizes will be fulfilled within 6-8 weeks of winner confirmation. Limit one (1) prize per person.
8. **LIMITATIONS OF LIABILITY; RELEASE:** Indemnitees are not responsible for late, incomplete, misdirected, inaccessible Entries, Internet connections or email; or for any computer, telephone, wireless, satellite, cable, network, electronic, Internet or phone hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service

provider/Internet/website/use net/accessibility, availability, or traffic congestion, Internet contact, or any technical error, or program errors or malfunctions or unauthorized human intervention, or the incorrect or inaccurate capture of Entry or other information, or the failure to capture, or loss of, any such information, or for any human error, technical error or other error of any kind in connection with the offering or operation of the Contest. The Indemnitees are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the website (or any other website). If for any reason the Contest is not capable of running as planned (in whole or in part), as solely determined by Sponsor, including but not limited to by infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest (in whole or in part). In such event, Sponsor shall conduct the Contest and award the prizes per the judging criteria above in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of cancellation/termination/modification/suspension of the Contest will be posted on the @silkandspicewine Instagram page. The right is reserved by Sponsor to disqualify any individual found, at its sole discretion, to be tampering with the entry process or the operation of the Contest or website, to be acting in violation of the Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Indemnitees are not responsible for any injury or damage to entrant's or any other person's computer/mobile phone or device related to or resulting from participation in or downloading (or uploading) any materials from this Contest. Entrants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. By submitting an Entry, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Indemnitees and all other companies involved in the development, operation or marketing of the Contest or the provision of any prize or any component of any prize, and the successors and assigns of each of the foregoing, and the directors, officers, employees and agents of each of the foregoing (the "**Released Parties**") from and against any and all claims, causes of action and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Contest, participation in the Contest, the acceptance, receipt or use of any prize or any component thereof and/or any use of the entrant's name, likeness, voice and/or biographical information, any statement attributed to the entrant and/or any Entry or any component thereof, including without limitation any and all claims, causes of action and liabilities, including those (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties.

9. **ADDITIONAL CONDITIONS:** By participating, entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. By participating in this Contest, entrant agrees to release and hold harmless Indemnitees from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, and property or breach or failure or any representation of warranty arising in any manner, directly or indirectly, from participation in this Contest and/or from the acceptance, misuse or use of any prize.

**SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. **DISPUTES:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Connecticut. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.
11. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Contest is Evaton Inc., 1010 Washington Blvd., Stamford, CT 06901. The Administrator of the Contest is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, New York 11747.
12. **WINNERS:** To receive a Winners List by email, send an email to: winners@dja.com with The Unleash Your Inner Explorer Contest (10-2789-02) as the subject line. Requests must be received by October 30, 2022. Winners List will be sent after all prizes have been awarded.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Sponsor, and not to Instagram.