## Bottles Holiday Instagram #Regram Giveaway Official Rules December 2014

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: Bottles Holiday Instagram #Regram Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are at least twenty one (21) years old at the time of entry. Employees of Bottles LLC are ineligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Bottles LLC's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sponsor: Bottles Fine Wine, 141 Pitman St. Providence RI, 02906 U.S.A.
- 3. Timing: The Sweepstakes begins on Friday December-12, 2014 at 12:00 p.m. Eastern Time ("ET") and ends on December 21, 2014 at 11:59 p.m. ET (the "Promotion Period"). Bottles LLC's computer is the official time-keeping device for the Sweepstakes.
- 4. How to Enter: During the Promotion Period, you can enter the Sweepstakes by having a current Instagram profile or creating a new Instagram profile and following @bottlesfinewine and regramming the Sweepstakes-related photo on Instagram and @ mentioning @bottlesfinewine in the regram and hashtagging #bottlesgiveaway and #bottlesfinewine.

  Limit: Each participant may enter an unlimited amount of times per day during the Promotion Period. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, or logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Instagram account used to enter the Sweepstakes will be deemed to be the entrant. The potential winner may be required to show proof of being the authorized account holder.

- 5. Prizes: 3 winners will be selected to receive a choice of 3 prize packages, including products sold at Bottles Fine Wine retail location by random drawing to Sweepstakes entrants who completed and complied with entry instructions. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize, or a component thereof, for one of equal or greater value if the designated prize should become unavailable for any reason. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.
- 6. Winner Selection and Prize Claiming: The potential winners will be selected through a random drawing on or about December 22, 2014 from all eligible entries received in accordance with these Official Rules. Bottles LLC will have sole and complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winners. Decisions of the Bottles as to the selection of the winners will be final. The potential winners will be notified by receiving a direct message from @bottlesfinewine on Instagram, and or a comment on the winners' regrammed photo. Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "Affidavit") and return the Affidavit within ten (10) days of notification before being eligible to receive his or her prize. Prize winners may also be required to send a copy of their passport, driver's license or birth certificate as proof of age. Non-compliance may result in disqualification. If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize to an alternate winner. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected.
- 7. Release: By receipt of any prize, winner agrees to release and hold harmless Bottles LLC and Instagram, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

- 8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, endorsement and/or hometown and state or province for promotional purposes in any media, worldwide, without further right of approval, payment, or consideration.
- 9. General Conditions: Bottles LLC reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Bottles LLC reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Bottles LLC reserves the right to report such violation to appropriate authorities and/or judicial entities, and to seek damages from any such person to the fullest extent permitted by law. Bottles LLC's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any ofthe equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Bottles LLC, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules

to be available and/or claimed, Bottles LLC reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes; Governing Law: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Provide, Rhode Island. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the Providence County in the state of Rhode Island. The parties agree not to raise the defense of forum non conveniens.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram, Facebook nor Twitter.

Thank you!