

**2019 NHL WINTER CLASSIC® SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN TO LEGAL RESIDENTS OF CT, IL, IN, MA, MI, MN, MO, NH, NJ, NY, OH, PA, AND WI, WHO ARE 21 AND OLDER. VOID WHERE RESTRICTED OR PROHIBITED.**

The 2019 NHL Winter Classic® Sweepstakes (the "Sweepstakes") will commence at 12:00:00 am Central Time ("CT") on 11/1/18 ("Start Date") and end at 11:59:59 pm CT on 12/1/18 ("End Date"). The period between the Start Date and End Date will be referred to as the ("Sweepstakes Period").

- 1. SPONSOR/ADMINISTRATOR.** The Sweepstakes is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 ("Sponsor"), and is administered by Arrowhead Promotion & Fulfillment Co., 1105 SE 8<sup>th</sup> Street, Grand Rapids, MN 55744 ("Administrator"), for Sponsor's New Amsterdam Vodka brand ("Brand").
- 2. ELIGIBILITY.** The Sweepstakes is open to legal residents of CT, IL, IN, MA, MI, MN, MO, NH, NJ, NY, OH, PA, AND WI, who are twenty-one (21) years of age or older as of the Start Date of the Sweepstakes. VOID IN OTHER U.S. STATES, TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Directors, officers, employees, and agents of Sponsor, Administrator and any of their retail licensees, authorized licensees, wholesale licensees, distributors; directors, officers, employees or agents of the National Hockey League (the "NHL"), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive Cyber Enterprises, LLC (the foregoing NHL entities, collectively, the "NHL Entities"); each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies; and all other corporations, partnerships, or other legal entities or individuals associated with the development, administration, or fulfillment of this Sweepstakes, and the immediate families of such persons (defined as spouse, child, sibling, parent, son-in-law, daughter-in-law, grandparent, so-called "step" or "half" variations of any of the preceding individuals, and all descendants and each of their respective spouses, regardless of where they live), and those living in their same households, whether or not related, are ineligible to enter, win or collect prizes in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws, regulations, and ordinances.
- 3. HOW TO PARTICIPATE. NO PURCHASE NECESSARY.** There are two (2) ways to enter the Sweepstakes.
  1. QR Code: To enter via the QR code, scan the QR code on Brand's point of sale in participating retailers which will take you to the online entry form. Follow the online instructions to complete and submit the online entry form during the Sweepstakes Period. Once entrant has completed the foregoing, he/she will receive a message confirming receipt of entry and will have earned one (1) entry (the "Entry" or collectively referred to as the "Entries") into the Sweepstakes.
  2. Online Entry: To enter via the online entry, visit [www.navnhlwinterclassicsweeps.com](http://www.navnhlwinterclassicsweeps.com) and follow the instructions to complete and submit the entry online. All submissions must be received by 11:59:59 pm CT on 12/01/2018 to be eligible for entry into the Sweepstakes. Once

entrant has completed the foregoing, he/she will have earned one (1) Entry into the Sweepstakes.

Sponsor and/or Administrator are not responsible for lost, late, incomplete, tampered or damaged Entries or Entries that are lost or misdirected to any Junk folder or SPAM filter. All such Entries will be ineligible.

**Limit:** one (1) Entry per person/email address/cellular number during the entire Sweepstakes Period regardless of the method of Entry. Any person, who attempts to participate by using multiple methods of Entry, multiple cellular numbers, multiple email addresses, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Sponsor in its sole discretion.

Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Sweepstakes. In the event of a dispute over who an Entry corresponds to, the authorized subscriber of the cellular account used to enter the Sweepstakes (or the authorized account subscriber or owner of the email address) as of the actual time that such information was received by Administrator, will be deemed to be the entrant. The "authorized account subscriber" is defined as the natural person who is assigned the cellular telephone number (or email address) by the cellular telephone network associated with the cellular phone number (or by the internet service provider associated with the email address) used to enter the Sweepstakes. Administrator may require an entrant to show proof of being the authorized account holder. Sponsor or Administrator are not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant's attempts. Sponsor or Administrator are not responsible for Entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of Entry; provided, however, that any entrant's participation in the Sweepstakes constitutes, and is deemed, such entrant's full and unconditional agreement to the Official Rules and any and all decisions of Sponsor and Administrator, which are final and binding in all respects. All entrants agree to waive any right to claim ambiguity in the Sweepstakes and/or these Official Rules.

#### **4. WINNER SELECTION AND NOTIFICATION.**

**Winner Selection:** There will be a total of twelve (12) prize winners in this Sweepstakes. Winners will be determined by random drawing conducted by Administrator on or about 12/3/2018 from among all eligible Entries. All decisions of Sponsor and Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend upon the number of eligible Entries received. Limit: one (1) winner per household.

**Winner Notification:** Sponsor or Administrator will attempt to notify each potential winner ("Potential Winner") via phone on or about 12/3/2018. Potential Winner must respond within two (2) days of notification attempt. Failure to respond to notification as directed within the stated time will result in forfeiture of the prize. Awarding of any prize is subject to verification of Potential Winner's eligibility and full compliance with these Official Rules. The Potential Winner will be required to complete, sign and return an Affidavit of Eligibility and a Liability/Publicity Release Form ("Affidavit and Release") within two (2) days of receiving the Affidavit and Release from Sponsor or Administrator. Failure to return the signed Affidavit and Release within two (2) days

following the date of delivery thereof may result in forfeiture of the prize. If any Potential Winner cannot be contacted as specified above, or if Potential Winner fails to return the signed Affidavit of Eligibility by the deadline specified above, or if a Potential Winner is deemed ineligible for any other reason in Administrator's sole discretion, the Potential Winner will be disqualified and an alternate winner may, at Administrator's sole discretion, be randomly selected in his/her place from among all remaining eligible Entries, time permitting.

## 5. PRIZE(S) AND APPROXIMATE RETAIL VALUE ("ARV").

**Grand Prizes:** There will be two (2) Grand Prizes. Each Grand Prize will be a trip for two (2) to the NHL Winter Classic® on January 1, 2019 at the Notre Dame Stadium in South Bend, Indiana. Each trip will include round-trip coach airfare for winner and one (1) guest from a major airport near the winner's residence, two (2) nights hotel accommodations in a King Suite room designated by Sponsor, ground transportation to and from the airports, and one (1) \$50.00 Visa gift card for a taxi to and from the hotel to the Notre Dame Stadium. ARV of each Grand Prize is \$3,650.00. ARV may fluctuate depending on the cost of the trip.

**First Prizes:** there will be ten (10) First Prizes. Each first prize is a \$250 e-gift card for the NHL Store. ARV of each first prize is \$250.00.

Total ARV for all prizes is \$9,800.00.

Terms and conditions for e-gift card apply. Alcohol is not included as part of any prize. Prize will be sent to address provided by winner after winner is verified and returns the completed Affidavit and Release and the Travel Companion Affidavit And Liability Release for their guest. No PO boxes permitted. Unclaimed or returned prizes will not be awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of the prize. Incidental expenses and all other costs and expenses which are not specifically listed as part of the prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the winner. If any part of any prize becomes unavailable for any reason, Sponsor will not be responsible to award that part of the prize. Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the prize. PRIZE IS AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. Prize is nonassignable, nonsubstitutable, and nontransferable. Notwithstanding the foregoing, Sponsor may, at its sole discretion, substitute cash or a prize of equal or greater monetary value. Grand Prize winner will receive an IRS Form 1099-MISC for the ARV of the prize.

**TRIP TERMS:** Advanced reservations required. All other expenses other than those listed above, including but not limited to personal expenses (optional excursions, spa treatments, souvenirs), telephone charges, meals and beverages, and all federal, state and local taxes (including applicable income taxes) and fees incurred are the winner's sole responsibility. Winner will be required to provide a valid major credit or debit card upon hotel check-in and all in-room charges will be charged to winner's major valid credit or debit card provided.

Airline tickets and travel are subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers. Sponsor, Administrator, and the Released Parties (as defined below) are not responsible for any fees or additional charges resulting from winner's

change(s) to itinerary or accommodations. Winner is solely responsible for obtaining all necessary travel documents prior to travel and the associated costs for these requirements. Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any air carrier, hotel, or other transportation company or any other person providing any of these services and accommodations. Sponsor, Administrator, and the Released Parties shall not be liable for any loss or damage to baggage. Trip is subject to availability, restrictions and blackout dates. The winner and travel guest must both be twenty-one (21) years of age or older with a legal U.S. passport to redeem the prize. Additional air carrier baggage charges are the responsibility of the winner and/or travel guest. Any optional service fees including seat selection, meals, and drinks are not included and are the responsibility of the winner and/or travel guest. IMPORTANT NOTICE REGARDING NEW PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL: As of January 23, 2007, all international travelers must present a government-issued passport for U.S. Customs re-entry after air, land or sea travel. For more information, please visit the State Departments consular website at [www.travel.state.gov](http://www.travel.state.gov) or the U.S. Department of Homeland Security's website at [www.dhs.gov](http://www.dhs.gov). It is the traveler's responsibility to provide proper documentation. Married or divorced women traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree.

- 6. GENERAL TERMS AND LIMITATIONS OF LIABILITY AND RELEASES.** All Entries related to this Sweepstakes become the exclusive property of Sponsor and none will be returned. By entering, entrants agree that Sponsor may use that entrant's submission, without limitation, for promotional purposes relating to the Sweepstakes, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Sweepstakes and/or accepting any prize, each entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor and Administrator, or their respective designated agents, which are final and legally binding in all respects, and agrees to waive any right to claim any ambiguity in these Official Rules. Sponsor reserves the right to modify or revise these Official Rules at any time and for any reason. The entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials and mail submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that Sponsor, Administrator, the NHL Entities and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Released Parties") shall have no liability whatsoever, and each entrant agrees to release, indemnify and hold harmless the Released Parties for, any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession, use or misuse of any prize, or participation in this Sweepstakes or participation in any Sweepstakes-related activities and further acknowledges that said Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize awarded in connection with the Sweepstakes.

Sponsor reserves the right, in its sole discretion, without prior notice or obligation and at any time, to cancel, terminate or suspend this Sweepstakes, or any portion thereof, should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor or Administrator corrupt or impair the administration, integrity, security, fairness or proper conduct of the Sweepstakes, or for any other reason, at its sole discretion. In such event, Administrator, at its discretion, may select winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring such termination, cancellation or suspension of this Sweepstakes. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware, software or telephone failures of any kind, traffic congestion in any cellular telephone lines, networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed text message transmissions, whether caused by Sponsor, Administrator, users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by technical or human error which may occur and/or which may damage Administrators' ability to receive or store Sweepstakes data, or which may damage an entrant's system in connection with the selected method of Entry, or which may otherwise limit any entrant's ability to participate and/or redeem the prizes in the Sweepstakes. In the event that any entrant's Entry attempt is not successfully received by Administrator, that entrant's sole remedy shall be to attempt to enter the Sweepstakes once again during the Sweepstakes Period. Sponsor and Administrator reserve the right at its sole discretion, to disqualify any individual who tampers with the Sweepstakes, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Sweepstakes.

By accepting the prize, the winner agrees that Sponsor may use any and all such winners' names, cities and/or states of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the Sweepstakes, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Should winner make any false statement in any document referenced above, the winner will be required to promptly return to Sponsor the awarded prize(s) received. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect.

- 7. GOVERNING LAW AND DISPUTE RESOLUTION.** Except where prohibited, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant, Sponsor, Administrator, the NHL Entities, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction. Entrants agree that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prize, shall be filed only in the state courts with jurisdiction over Stanislaus County, California or in federal courts in the Eastern District of California, and the entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. EXCEPT WHERE PROHIBITED, BY PARTICIPATING IN THIS SWEEPSTAKES, THE ENTRANTS AGREE THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR AWARDING OF THE PRIZES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS SWEEPSTAKES

BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES, ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

8. **PRIVACY.** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling the prize, and by entering this Sweepstakes you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://www.gallo.com/legal/privacy>.
9. **WINNER NAMES.** For the name(s) (first initial and last name) and city of residence of the winner(s) (must be received by 1/1/2019), send an email to [sweeps@apfco.com](mailto:sweeps@apfco.com). Include the name of this Sweepstakes "The 2019 NHL Winter Classic® Sweepstakes" and specify "Winners List" in the subject line.

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#### **ABBREVIATED RULES**

**NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Open to legal residents CT, IL, IN, MA, MI, MN, MO, NH, NJ, NY, OH, PA, AND WI, who are 21 or older. Void where prohibited. Starts at 12:00:00 am CT on 11/1/18 and ends at 11:59:59 pm CT on 12/1/18. To enter, scan the QR code on New Amsterdam point of sale in participating retailers and complete the online entry form, or go directly to [www.navnhlwinterclassicsweeps.com](http://www.navnhlwinterclassicsweeps.com) and follow the instructions to complete the entry. Subject to Official Rules. Consent is not required and is not a condition of purchase. Official Rules available at <https://apfco.com/secure/K401S/>. Sponsor: E. & J. Gallo Winery.