

**The [ yellow tail ] “Tastes Like Happy” Contest  
OFFICIAL RULES**

**THERE IS NO PURCHASE NECESSARY TO ENTER OR TO WIN.  
A PURCHASE OF ALCOHOLIC BEVERAGE WILL NOT INCREASE YOUR CHANCES OF  
WINNING.**

**CONTEST OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND  
WASHINGTON D.C. WHO ARE AT LEAST 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY.**

**This Contest is in no way sponsored, endorsed or administered by, or associated with  
Instagram or Twitter. Any information provided is being provided to the Sponsor and not to  
Instagram or Twitter.**

**CONTEST DESCRIPTION:** We want to ask America to tell us what makes them happy by posting a video on Instagram or Twitter or at [www.yellowtailhappy.com](http://www.yellowtailhappy.com).

**ELIGIBILITY:** The [ yellow tail ] “TastesLikeHappy” Contest (the “Promotion” or “Contest”) is open to legal residents of the fifty (50) United States or the District of Columbia who are 21 years of age or older at time of Entry. Employees of Deutsch Wine & Spirits (the “Sponsor”), Socialtzyze (the “Agency” or “Administrator”), Casella Wines Pty Limited Inc., their parent companies, affiliates, subsidiaries, other advertising agencies (collectively “Releasees”) and state alcohol beverage commissions, alcoholic beverage manufacturers, distributors, and retailers, and the immediate families (spouse, parents, children, siblings and their respective spouses) and individuals living in the same household as such employees are not eligible to enter or win a prize. Contest is subject to all applicable federal, state and local laws. Void in Puerto Rico and where prohibited by law.

**PRIZES:** One (1) Grand Prize winner will be given the opportunity to be featured in one [ yellowtail ] commercial to be aired across the United States on February 3, 2019. Grand Prize winner will be featured for 1 to 4 seconds highlighting what tastes like happy to them (taken from their Entry submission). Grand Prize winner will also receive a trip for two awarded as a travel voucher (Approximate Retail Value: \$15,000). One (1) First Prize will be given the opportunity to be featured in one [ yellowtail ] commercial to be aired across the United States on February 3, 2019. Grand Prize winner will be featured for 1 to 4 seconds highlighting what tastes like happy to them (taken from their Entry submission). First prize has no cash value and winners will not receive any compensation. No prize includes alcoholic beverages.

No transfers or substitution of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of similar value. Winners are responsible for the payment of all taxes on the prize. In no event will more prizes be awarded than those listed in these Official Rules.

**\*Additional Conditions of Grand Prize Travel Voucher:**

- Travel Voucher must be redeemed by January 31, 2019 and travel/events booked using the voucher must be completed by December 31, 2019.
- Travel Voucher must be used through the Administrator or its designated travel agent and must be redeemed for one (1) vacation trip only. Travel Voucher can be used for hotel accommodations, transportation, activities at selected destination and meals valued up to \$15,000. Certain restrictions and blackout dates may apply. Travel Voucher is not transferable or redeemable for cash. Any costs in excess of the Travel Voucher value are the expense of

the winner. At time of award of the Travel Voucher, winner, and any guest(s), may be required to complete additional forms, such as, but not limited to, a Travel Release form which may contain additional terms of travel.

- Winner and guests must possess and are responsible for obtaining and must have valid ID or other required documentation for travel.
- Winner and guests are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledges that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.
- Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. The Grand Prize cannot be used in conjunction with any other promotion or offer. The Winner or the Guests must provide the hotel with a valid credit card for incidentals (including room service, mini-bar and pay-per-view television) and/or damages to the hotel room.
- Grand Prize does not include any other incidentals not mentioned in these Official Rules such as, but not limited to, special seating assignments, baggage fees, alcoholic beverages, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All other expenses not stated herein as part of the Grand Prize are the winner's sole responsibility.
- Releasees are not responsible if tickets, travel vouchers, certificates or other similar items are lost, stolen, or misplaced by winner and will not be replaced or if booked transportations are missed, cancelled or delayed for any reason.
- Releasees will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any event.
- Complete terms and conditions of Travel Voucher will be furnished with prize notification. Other restrictions may apply.
- Winner and guest(s) are bound by the terms and conditions of all airlines, hotels and other third party service providers used in connection with the Grand Prize.
- Reservations using the Travel Voucher must be made through Sponsor's agent.
- Sponsor is not liable for any expense incurred as a consequence of any flight cancellation or flight delay. Travel is subject to availability and certain other restrictions.
- Funds will be applied in the following order: airfare, hotel, activities at selected destination. Regardless of Winners location selection the amount awarded will not exceed \$15,000.
- Sponsor reserves the right to approve or deny the selected destination.

**ENTRY PERIOD:** The Promotion begins on October 30, 2018 at 12:00:00 a.m. Pacific Time ("PT") and ends on November 28, 2018 at 11:59:59 p.m. PT (the "Entry Period"). Entries must be received by 11:59:59 PM PT on November 28, 2018. The Sponsor's computer, or that of its designee, runs the official clock for the Contest and will solely determine the time by which an Entry is received.

During the Contest there are a series of events (explained in detail in the Chart below), which start and end on or about the dates and times noted below.

Contest Timing Chart (the "Chart")

EVENT	Event START Date/Time	Event END Date/Time
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OPEN SUBMISSION FOR ENTRIES (ENTRIES) ("Entry Period")	October 30, 2018 12:00:00 PM PT	November 28, 2018 11:59:59 PM PT
JUDGES' EVALUATION PERIOD ("Judging/Selection Period")	November 29, 2018	
POTENTIAL WINNER(S) NOTIFICATION	On or about December 15, 2019	
WINNER ANNOUNCEMENT	February 3, 2019	

**TO ENTER:** To enter the Contest via social media, you'll need to use your Instagram or Twitter account. Your account must be set to "public". If you do not have an account, go to [www.Instagram.com](http://www.Instagram.com) or [www.Twitter.com](http://www.Twitter.com) to create one. Instagram and/or Twitter accounts are free. Data and usage rates may apply to download and use of the Instagram or Twitter application. By submitting your information and using or creating an Instagram or Twitter account, you agree to the Instagram or Twitter Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot use or create an Instagram or Twitter account, or participate in this Contest via Instagram or Twitter. If you post your contest entry to Instagram or Twitter, you must keep the respective account public until 12/3/18.

**HOW TO ENTER:** There are three (3) ways to enter: via Instagram, Twitter or [www.yellowtailhappy.com](http://www.yellowtailhappy.com) (the "Website").

**Instagram Entry Requirements:**

1. Post a video that displays what makes you happy and include #TastesLikeHappy and #Contest in your caption (your "Entry")
2. Tag and follow @yellowtailwineusa.
3. Entrant's Instagram Account must be public from time of Entry through 12/3/18.
4. One (1) Entry per Entrant. Multiple Instagram accounts may not be used by an Entrant.

**Twitter Entry Requirements:**

1. Tweet your video that displays what makes you happy and include the required hashtags #TastesLikeHappy and #Contest.
2. You must tag @yellowtailwine
3. One (1) entry via Twitter per Entrant. Multiple Twitter accounts may not be used by an Entrant.
4. You must follow @yellowtailwine.

**Website Requirements:**

1. Go to [www.yellowtailhappy.com](http://www.yellowtailhappy.com).
2. Complete the required submission information which may include your first and last name, date of birth and email address.
3. Click the "upload video" button to upload your video to the Website.
4. Click submit.
5. One (1) enter via the Website per Entrant. The use of multiple email accounts may not be used by and Entrant.

There is a maximum of one (1) entry per person per entry method for a maximum of three (3) total entries.

**Important Information About Your Entry:**

- Video can be not be longer than six (6) seconds. If video is longer than six (6) seconds, only the first six (6) seconds will be reviewed for judging.
- Entries must be submitted in English.
- Entries received that are illegible or incomplete, will be disqualified.
- Entrant certifies that the submission is his/her original work, accurate to the Entrants work, and that he/she has all rights to the submission.
- Entrant also certifies that submission has not been previously entered into another Contest, published, released, or distributed; does not infringe on any third-party rights; and is suitable for the contest.
- Entrant irrevocably assigns to Sponsor with full title guarantee, all intellectual property and other rights, which they now have or may in the future have to the entries, or any elements thereof, including without limitation, the copyright therein, the right to make derivative works, copies and to use for any purpose whatsoever in all media, royalty-free worldwide in perpetuity. Sponsor shall have the right to assign or dispose of an Entrant's Entry however it sees fit without approval of the Entrant.
- By submitting an Entry, you grant permission for the Sponsor and its designees to use your name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation notification or permission, unless prohibited by law.
- Sponsor is under no obligation to correspond with Entrant and Entry will not be acknowledged or returned.

By submitting an Entry, you agree that your Entry (1) conforms to the Terms of Use/Guidelines and Content Restrictions of Instagram and/or Twitter; (2) conforms to the Guidelines and Content Restrictions below; and (3) Sponsor and/or Administrator, in its sole discretion, and without notice, may remove your Entry and disqualify you from the Contest if it determines that your Entry fails to conform to the Guidelines and Content Restrictions or otherwise with the terms of these Official Rules.

#### Guidelines and Content Restrictions:

- Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark or other intellectual property rights;
- Entry must not disparage or embarrass Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
- Entry must not feature brand names or trademarks of any person other than Entrant or Sponsor (including, but not limited to, brand names, company names, photographs, works of art, music or images published in any media) or likenesses of any person other than Entrant (unless authorized in writing by such person) Entry is solely for the purpose of this Contest;
- Entry must be an original video owned or authorized for use by Entrant.
- Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Entry must not contain any materials relating to lotteries, gambling, tobacco, alcohol or drugs, reference to children or items especially appealing to children, pornography, adult-oriented content or any other sexually-explicit material;
- Entry must not contain anything that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

- Any entrant found to use multiple Instagram or Twitter accounts to enter will be ineligible.

If the Sponsor determines in its sole discretion that the content of the Entry is obscene, offensive, inappropriate, or unacceptable for any reason, the Entry will not be eligible for any prize consideration and may be withdrawn without notice from the Contest at any time. Each Entry submission must be manually key stroked and manually entered by the individual Entrant; automated and/or repetitive electronic submission of entries (including, but not limited to, entries made using any script, macro, bot or Contest service) will be disqualified and transmissions from these accounts or related e-mail or IP addresses may be blocked. By submitting an Entry and using the hashtag(s), Entrant acknowledges that he/she read, understands and agrees to the Official Rules. Entries may only be submitted by a single Entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator's sole discretion, will be disqualified from the Contest.

The name of the person submitting the Entry must be the authorized account holder of such Instagram, Twitter, or email account, otherwise the Entry may be deemed void. In the event of a dispute over the identity of a potential winner, the Entry will be declared made by the authorized holder of the Instagram, Twitter or email account used for Entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account. It is the sole responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes their Instagram, Twitter or email account during the Promotion Period. Proof of submission of Entry does not constitute proof of delivery of Entry. All entries become the property of Sponsor.

**JUDGING:** During the Judging/Selection Period, all eligible Entries will be judged by a panel of qualified judges (including representatives from Sponsor and its marketing agencies). All eligible entries received will be scored based on the following judging criteria:

- Creativity in expressing a visually stimulating happy moment (50% of total score)
- Quality of the video (50% of total score)

In the event of a tie, the potential Grand Prize winner will be determined based on whichever Entry received the highest score in the Creativity in Expressing category from the judging criteria. In the event of a tie in both judging criteria, the entries will be re-judged by a different panel of judges.

The potential Grand Prize winner will be the Entrant who submitted the Entry that received the highest scores, as determined by the judges. The potential First Prize winners will be the Entrants that received the next highest scores as determined by the judges. Decision of the judges are final.

Audio and post caption will not be considered in the selecting the winners.

In the event that not enough eligible entries are received, the Grand Prize may not be awarded.

**WINNER NOTIFICATION AND VERIFICATION:** Entrants must follow the social media platform which they used to enter the Contest (Twitter @yellowtailwine or Instagram @yellowtailwineusa) in order to be notified if they are selected as a winner. If you entered on the website you will be notified via email. Notification will occur by either 1) Instagram through a private message to the potential winner's Instagram account or by reply from @yellowtailwineusa to the potential winner's Instagram comment or 2) Twitter through a private message to the potential winner's Twitter account or by reply to a Tweet from @yellowtailwine to the potential winner's Tweet or 3) Website: an email sent to the email address you included with your entry on the website. The potential winners will be required to respond to the direction in the message within forty-eight (48) hours with full contact information, date of birth and state of residence. Potential winners and anyone featured in the video, will be required to complete and sign

an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the "Affidavit"). Only after completion of an Affidavit and provision of any other document reasonably requested, by Sponsor and Administrator to determine eligibility, may a potential winner be certified by Sponsor and Administrator as a winner ("Winner") The Grand Prize Winner will be required to [1] sign an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the Grand Prize Winner's prize earnings to the Internal Revenue Service, as required by law, and [2] complete and sign a Travel Release form and have any guest(s) complete and sign a Travel Release form. All of which must be returned within five (5) days from prize notification date or the prize may be forfeited and awarded to the next highest scoring Entry. In the event that a potential winner cannot be contacted, or the failure to timely return any documents requested, return of prize or prize notification as undeliverable, or noncompliance with these Official Rules, or the potential winner declines the prize for any reason will result in such potential winner being disqualified and the prize being forfeited at the Sponsor's sole discretion. Sponsor shall have no further obligation to a potential winner who is disqualified.

**Use of Content:** Entrant irrevocably grants permission without the necessity of Entrant's consent to Sponsor and Agency to use, modify, edit, or enhance video recording for trade, advertising, marketing or for any other purposes without consideration or payment of any kind.

**GENERAL CONDITIONS:** Use of any automated Entry software is prohibited. Electronically reproduced, mechanically reproduced, illegible, incomplete or inaccurate entries are void. By participating, entrants agree to comply with these Official Rules including all eligibility requirements. Decisions of the Sponsor will be final and binding on all matters relating to this Contest.

In no event will more prizes be awarded than those listed in these Official Rules. Any questions, comments or complaints regarding the Contest are to be directed to the Agency at the address below. U.S. law governs this Contest. Notice to online participants: Internet access and usage charges applicable to a participant's account, including access charges and/or any usage charges applicable under participant's Internet pricing plan and any applicable taxes will continue to apply while a participant is online in connection with this Contest, and will be the sole responsibility of such participant.

**LIMITATION OF LIABILITY AND RELEASE OF CLAIMS:** By participating in the Contest, Entrants agree to release, indemnify and hold harmless Releasees, and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Contest or acceptance, possession, use, misuse or nonuse of the prize (including any travel or travel-related activity thereto) that may be awarded. By submitting any Entry, Entrants a) agree that Sponsor may (but it is not obligated to) broadcast the Entry on air, publish it in any form of media, or post it on its website (in whole or in part, edited and unedited) and use it as the subject of commentary, humorous or otherwise. b) waive any right to make any claim against Sponsor with respect to any disparaging or other comment made about the Entry, and c) hereby agree to indemnify and hold Releasees harmless from any and or all claims, demands, complaints, loss, damage or expenses (including without limitation reasonable attorneys' fees) resulting from the information/content contained in your Entry about yourself, or any other person mentioned or referenced therein (including without limitation, if the information/content is communicated by Sponsor verbatim or in any paraphrased form). Sponsors reserves the right to verify the truthfulness of any content in any Entry Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any

Contest related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, entries that fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Contest is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the Sponsors reserve the right at their sole discretion to disqualify any individual (and void his/her Entry and/or prevent him/her from future participation) who tampers with the Entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Contest, or to terminate the Contest and at Sponsor's discretion conduct the drawing to award the prizes using all eligible non suspect transactions and entries received as of the termination date. As a condition of entering the Contest, Entrants agree that: a.) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b.) all causes of action arising out of or connected with this Contest, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall Entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at its discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**WHO WON:** To request the list of winners, send an e-mail with subject line: #TastesLikeHappy" to yellowtail@socialtyze.com. Requests must be received no later than February 3, 2019. The list will be sent when the judging has been concluded and the winners verified.

**GOVERNING LAW/JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by the laws of the state of Connecticut, without giving any effect to any choice of law or conflict of law rules.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**ENTRANT INFORMATION:** Your information will be collected in accordance with Sponsor's privacy policy available at:

<http://www.deutschfamily.com/privacy-policy/?age-verified=5de6828326>

**SPONSOR:** [yellow tail]. Please direct sponsor inquiries to:

yellow tail] USA  
C/O Socialtyze LLC  
2150 Park Place, Suite 100  
El Segundo, CA 90245

Administrator: Socialtyze LLC, 2150 Park Place, Suite 100, El Segundo, CA 90245.

Sponsor Address: Deutsch Family Wine & Spirits, 201 Tresser Blvd., Suite 150, Stamford, CT 06901-3435.

Instagram and Twitter are registered trademarks of each. Any questions, comments or complaints regarding the Contest are to be directed to Sponsor, at the address above, not Instagram or Twitter.