

## **Official Rules for the Nice Wine-O's Happy Half Hour Bingo Giveaway ("Official Rules")**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.**

**ELIBILITY.** The **Nice Wine-O's Happy Half Hour Bingo promotional giveaway** ("Bingo") is open to all legal residents of Texas state who are 18 years of age or older at the time of entry, except for the following individuals: (a) employees, officers, directors, agents, and representatives of Nice Winery ("Nice") and its affiliates, subsidiaries, distributors, suppliers, advertising, and giveaway agencies ("Excluded Individuals"); (b) the immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) of Excluded Individuals; and (c) persons living in the same household as Excluded Individuals—whether or not they are related. The Bingo is void where prohibited by law; all applicable federal, state, and local laws apply. Throughout the Giveaway Period, Nice will distribute a bingo card to each eligible participant that completes the entry steps described below to receive a bingo card and enter the Bingo. Nice will livestream Bingo on selected Wednesdays at 7:00pm Central Time during the Giveaway Period to announce the randomly generated bingo numbers. The first eligible participant to text to (713) 319-7376 a picture of a Nice bingo card showing a line of numbers called randomly by Nice during that particular livestream event that shows the eligible participant's bingo card with five numbers in a diagonal, horizontal, or vertical row (the "Winner") will receive the Prize. Participants are to use their own dobber or highlighter to mark their bingo card. Numbers must be legible on the marked bingo card to be eligible. Only bingo cards supplied by Nice with corresponding serial numbers will be valid.

**CONTEST DATE(S).** There will be a Bingo livestream event held at 7:00 pm Central Time on August 12, 2020, and one Winner will win one Prize at each livestream event. The Giveaway Period begins at 7:00 pm Central Time on August 12, 2020, and ends at 11:59 pm Central Time on August 12, 2020 (the "Giveaway Period"). The number and dates of contests is subject to change.

**ENTRY.** Eligible participants will receive a Nice bingo card by using one of the following options: **3.1.** Purchase a Nice Charcuterie Board, Take Home Wine Dinner, or Winery Bingo Package; or **3.2.** Send your request in writing and include your complete name, mailing address and e-mail address on a plain 3" x 5" piece of paper or postcard, and a self-addressed, stamped envelope, and mail it to: Nice Winery, 2901 W Sam Houston Pkwy N, Suite C-260, Houston, TX 77043.

All entries must be submitted within the Giveaway Period. No entries submitted via automated reproduction will be accepted. Nice assumes no liability for lost, late, incomplete, or misdirected entries or bingo cards. Entry is limited to one per person.

By participating in Bingo, you agree to abide by these Official Rules.

**PRIZES.** Nice will give away one Nice Decanter (valued at \$50), and a Nice Gift Card (valued at \$50) known as (the "Prize") to the Winner of each Bingo event. The Prize is provided without warranty. Any other cost or expense associated with the acceptance or use of the Prize not specified herein as being awarded, including, but not limited to, federal, state, or local taxes, are the sole responsibility of the Winner. All Prize details are at the sole discretion of Nice. No transfer, assignment, cash redemption, or substitution of Prize is permitted, except by Nice who reserves the right to substitute the Prize or number of prizes with one or more of comparable or greater value. Prizes must be picked up at Nice Winery, 2901 W Sam Houston Pkwy N, Suite C-260, Houston, TX 77043 during normal business hours within 30 days of notification by text message.

**WINNER SELECTION.** By participating in Bingo, you agree to be bound by these Official Rules and to the decisions of Nice, which will be final and binding in all respects. Nice reserves the right (but is not obligated) to verify eligibility qualifications of the potential winners. Winners may be required to sign an Affidavit of Eligibility and Liability/Publicity Release. Nice reserves the right, in its sole discretion, to void potential winners that are in violation of these Official Rules or believed to have attempted to tamper with or impair the administration, security, fairness, or proper play of Bingo. Nice reserves the right to extend the Giveaway Period, the dates for Winner selection, the number of winners, and the timing of Winner notification at its discretion.

**WINNER NOTIFICATION.** The Winner will be notified by text message. Non-compliance with these Official Rules, the potential winner's failure to respond to the text message claiming the prize within five days of attempted notification, or return of the Prize notification as non-deliverable, may result in disqualification of the Winner and—at the discretion of Nice—awarding of the Prize to an alternate winner. **WINNER'S NAMES.** A complete list of Bingo winners may be obtained by sending a self-addressed and stamped envelope within one year of the end of the Giveaway Period to: Nice Winery, 2901 W Sam Houston Pkwy N, Suite C-260, Houston, TX 77043.

**ODDS OF WINNING.** The odds of winning depend upon the total number of eligible participants participating in Bingo.

**ENTRY TERMS AND NICE'S USE.** By participating in Bingo, you agree: (1) that Nice will contact the Winners by text message; (2) that Nice may contact you in the future regarding Nice's promotions or offers; (3) that Nice and its affiliates and subsidiaries, and each of their respective employees, agents or representatives (collectively the "Indemnified Parties"), will have no liability and will each be held harmless by you or any party claiming through you for any claim, action, liability, loss, injury, or damage to you or any other person or entity, including, without limitation, personal injury or death to you or any other person or damage to personal or real property, arising in whole or in part, directly or indirectly, by reason of the acceptance, possession, use, misuse or non-use of any Prize, or the participation or non-participation in Bingo; (5) **that you waive all rights to claim from the Indemnified Parties any damages of any type, including without limitation, punitive, incidental, or consequential damages;** (6) to be bound by these Official Rules and the decisions of Nice, which are final and binding on all matters relating to Bingo; (7) to waive any right to claim any ambiguity or error in these Official Rules or Bingo itself; (8) that Nice is not responsible for taxes associated with winning a Prize in this contest; and (9) that the Winners may be required to provide certain tax related documents to Nice as required by law before receiving a Prize. **RIGHT TO CANCEL BINGO.** If for any reason Bingo is not capable of being run or implemented as planned (as determined by Nice in its sole discretion), due to any reason including, but not limited to, tampering, unauthorized intervention, fraud, computer viruses or bugs, or any other cause of any kind, which, in Nice's sole judgment, is likely to or actually corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of Bingo (including, but not limited to, tampering, unauthorized intervention, fraud, or any other cause of any kind), then Nice reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend all or any part of Bingo or to disqualify any implicated participant.

Any attempt to deliberately damage any website or undermine the legitimate operation of Bingo is a violation of criminal and civil laws and should such an attempt be made, Nice reserves the right to seek damages (including attorneys' fees) and other remedies from any such person responsible for the attempt to the fullest extent permitted by law. Nice reserves the right, in its sole discretion, to disqualify any participants whom Nice believes have attempted to tamper with or impair the administration, security, fairness or proper play of Bingo or is in violation of these Official Rules, and void all associated bingo cards.

**DISCLAIMER.** Nice is not responsible for late, lost, stolen, damaged, illegible, incomplete, misdirected, delayed, garbled, inaccurate, postage due or undelivered mail, or for telephonic, human, or computer failures, interruptions in service due to system upgrades, repairs, modifications, or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with Bingo, including, without limitation, errors which may occur in connection with the administration of Bingo, the processing of entries or electronic mail or the announcement, delivery or use of the prizes, or for any injury or damage to participant's or any other person's computer relating to or resulting from participation in Bingo, or for printing, typographical, computer, network, electronic, mechanical, human or other errors appearing in these Official Rules or other Bingo-related materials.

**UNFORSEEN CIRCUMSTANCES.** The failure of Nice to comply with any provision of these Official Rules due to an act of God, pandemic or similar virus outbreak, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, action of governmental authorities, or any force majeure event or event outside the control of Nice will not be considered a breach of these Official Rules.

**GOVERNING LAW; JURISDICTION; CLASS ACTION WAIVER.** Nice Bingo is governed by the laws of the State of Texas, USA, without reference to conflicts of laws principles. As a condition of participating in Bingo, PARTICIPANT AGREES THAT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO THIS GIVEAWAY WILL BE

RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE THE STATE OR FEDERAL COURTS IN HOUSTON, TEXAS.

**CONTEST SPONSOR.** Nice Winery, 2901 W Sam Houston Pkwy N, Suite C-260, Houston, TX 77043. Any questions or comments regarding Bingo must be directed in writing to Nice.