FRANCIS COPPOLA DIAMOND COLLECTION PERFECT YOUR PIZZA CONTEST - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. NO ALCOHOL IS INCLUDED IN THE PRIZE. This Contest is sponsored by Francis Ford Coppola Winery, 300 Via Archimedes, Geyserville, CA 95441 (the "Sponsor").

1. ELIGIBILITY. Contest participation is open only to legal residents of the United States and District of Columbia, who are 21 years of age or older at the time of entry. Contest is void in U.S. Military installations in foreign countries, all other U.S. territories and possessions and where restricted or prohibited by law, or where Sponsor is unable to obtain regulatory approvals. The Francis Coppola Diamond Collection – Perfect Your Pizza Contest ("Contest") begins 12:00AM Eastern Time ("ET") on July 1, 2024, and ends 11:59:59PM ET on August 31, 2024 ("Entry Period"). Entries may sometimes herein collectively be referred to as an "Entry" or "Entries". All Entries become the property of Sponsor and will not be acknowledged or returned.

The following individuals are not eligible: employees, contractors, members, directors, managers and officers of Sponsor and each of its respective parent, affiliates, subsidiaries and web-design, advertising and promotion agencies, fulfillment, judging or other agency involved in the administration, development, fulfillment and execution of this Contest (collectively, "Parties"), and the immediate family members (parent, spouse, sibling, child, and their respective spouses or "step" of each, all lineal descendants, including those by adoption, regardless of where they reside) and those living in their same households whether or not related. Licensed distributors or retailers of alcoholic beverages, and their employees, are not eligible. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who, within the past six (6) months, performed services for Sponsor, agency or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize, and/or their respective parent, affiliates, subsidiaries, and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. Previous Grand Prize Winners and Finalists of the Contest are not eligible to participate.

This Contest is in no way sponsored, endorsed, administered by, or associated with the social media platforms where content may be posted or shared (*e.g.*, Facebook, Instagram, Twitter, etc., collectively "Social Media Platforms").

By participating, entrants release the Social Media Platforms of any and all responsibility related to the Contest.

2. TO ENTER.

QR CODE ENTRY

Enter using your mobile device camera function to scan the QR code found on point-of-sale Contest advertising materials. You (sometimes referred to herein as an Entrant) will be directly linked from the QR code to <u>www.coppolaperfectyourpizza.com</u> (the "Website") which contains an official entry form to register and enter. Entrants must have a mobile phone with camera and web browsing capabilities, as may be applicable, to enter and may incur a data charge from their wireless service provider for entering. Check with your wireless service provider for details on these and other applicable charges. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate.

WEBSITE ENTRY

Alternatively, you may register and enter online by directly visiting the Website, which contains an official entry form to register and enter. If you do not have a computer or other device to access the Internet, many public libraries offer free access to computers and the Internet.

<u>REGISTER</u>: Complete and submit the registration form on the Website. Entrants will be required to include their full name, address, date of birth, telephone number and email address. Entrants must confirm they are 21 years of age or older. Entrants must complete all fields in the online registration form or registration will not be accepted.

<u>ENTER</u>: After successfully registering, Entrants will be prompted to upload their pizza recipe, an image and/or short video, a brief introduction and/or inspiration for the recipe, and suggest a Francis Coppola Diamond Collection wine pairing, each an ("Entry"). Additionally, Entrants utilizing this method of entry shall have the option to supplement their Entry by including a link to a public Instagram account post showcasing their Entry. Entrants will then complete their submission by clicking the "submit" button.

CONFIRMATION OF RECEIPT

After successfully submitting an Entry via the Website, Entrants will be redirected to a confirmation page stating their Entry has been received.

INSTAGRAM ENTRY

<u>INSTAGRAM</u>: If you do not already have an Instagram account, you will need to download the Instagram application from your mobile device's app store or go to <u>www.instagram.com</u> from your computer and sign up for an Instagram account. If you do not have a computer or other device to access the internet, many public libraries offer free access to computers and the internet. Creating an Instagram account is free. By submitting your information and creating an Instagram account you will be required to agree to the platform's terms of service and privacy policy. If you do not agree to the platform's terms of service and privacy policy, you cannot create an Instagram account or use this method of entry to participate in the Contest.

Once signed into your Instagram account, you can enter the Contest by:

- 1) ensuring that the share settings for your Instagram account and/or Contest Entry post are set to "public"; and
- uploading your Entry, including an image or short video with accompanying recipe, a brief introduction or inspiration for the recipe, and suggested Francis Coppola Diamond Collection wine pairing. Should character limits exceed those available for a post, please continue your Entry in the comments; and
- 3) including your state abbreviation, the hashtags #CoppolaPerfectYourPizza24 and "#21+" in the comments of your post.

To successfully be entered into the Contest, all Entries (regardless of method of entry) must conform to all requirements set forth in these Official Rules. For information on how to adjust your share settings, please visit <u>help.instagram.com</u>. Entries submitted via Instagram must be publicly viewable throughout the Contest and judging period.

Entrants will be entered into their respective Entry pool for the following four regions (each a "Region") outlined below, based on their legal state of residence.

Region	States Included
REGION 1	CT, MA, ME, NH, NJ, NY, PA, RI, VT
REGION 2	IA, IL, IN, KS, MI, MN, MO, ND, NE, OH, SD, WI

REGION 3	AL, AR, DC, DE, FL, GA, KY, LA, MD, MS, NC, OK, SC, TN, TX, VA, WV
REGION 4	AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, WY

If an Entrant has an issue with submitting an Entry via the Website, they should email <u>rewards@avidinc.com</u> for assistance. If an Entrant has an issue with submitting an Entry via Instagram, they should visit <u>help.instagram.com</u>.

Alternatively, Entrants can send an email to <u>promotionalsweepstakes@avidinc.com</u> with "DFV6515950W Francis Coppola Diamond Collection - Perfect Your Pizza Contest" in the subject line and include their full name, address, date of birth, telephone number, recipe, a brief introduction and/or inspiration for the recipe, image and/or short video and wine pairing suggestion in the body. Additionally, Entrants utilizing this method of entry shall have the option to supplement their Entry by including a link to a public Instagram account post showcasing their Entry.

ENTRY REQUIREMENTS:

Each Entry must be written in English and include a) a brief introduction (i.e. Why did you choose this topping combination? Does your Entry tell a story of your family or your location/community? Is your Entry inspired by an ingredient you found somewhere special? Why does your Entry pair well with a certain Diamond Collection varietal?); b) a detailed and measured list of ingredients for both dough and pizza; c) step by step preparation and cooking instructions for both dough and pizza (including time and temperature cooked); and d) an image and/or short video of the Entry. Entrants shall have the option to supplement their Entry by including a link to a public Instagram account post showcasing an additional image or short video of their Entry.

Entries must be written to create one (1), ten (10) inch pizza and must be able to be prepared and cooked in 90 minutes or less. Dough for an Entry can either be prepared in 90 minutes or less the day prior or be prepared in 60 minutes or less the day prior with an additional 30 minutes or less prep time in the morning the day of cooking.

Entries may not refer to any company/brand of food or beverage, other than Francis Coppola Diamond Collection wine and/or any of the Contest partners listed on the Website.

Entries must be recipes for pizza and its accompanying dough, be entirely original and created by an Entrant. Entries previously entered into the Contest may be updated and resubmitted as long as the Entry was not chosen as a Finalist or Grand Prize Winner.

Each Entry must include readily available ingredients and must consistently use *either* standard, unabbreviated U.S. measurements, (i.e., cups, tablespoons, teaspoons, ounces, or pounds) OR standard abbreviated U.S. measurements, (i.e. c., tbsp, tsp, oz, or lb), and must include specific amounts for each ingredient (i.e., teaspoons of salt and pepper; do not say "to taste" for any ingredient, but list exact amount so reviewers can judge how the pizza will taste).

Entries must NOT a) infringe upon the intellectual property or legal rights of any third party; b) have been entered into or won other recipe contests; and c) have been published in any other media.

Any images uploaded to the Website in conjunction with an Entry must not exceed 5 MB and must be in JPEG or PNG format. Any short videos uploaded to the Website in conjunction with an Entry must not exceed 5 MB and/or 30 seconds in length and must be in MP4, MOV or WMV format. Images and/or videos, including any supplemental Instagram images and/or videos may contain an Entrant, an Entry and/or a suggested Francis Coppola Diamond Collection wine pairing. Images and/or videos should <u>not</u> contain anyone under the age of 25, anyone

consuming alcohol, anything appealing to children, nor any lewd, obscene or otherwise inappropriate content. Including a Francis Coppola Diamond Collection wine in your image is optional and will not increase the odds of winning.

If an Entry is the result of a collaboration between a group of individuals, the group must assign one person to be their designated representative to enter the Contest, participate in the Competition and accept any prize(s) awarded. Neither Sponsor nor any of the Contest Parties shall be liable for any disputes that arise between said individuals about the Entry. Sponsor reserves the right to deny an Entry if a dispute is not resolved in a timely manner (as determined by Sponsor).

ENTRY APPROVAL PROCESS

Each Entry method will be equal to the other forms of entry and each Entry will be examined to determine it meets all requirements listed in these Official Rules. If an Entry meets all requirements listed in these Official Rules, the Entry will be approved (each an "Approved Entry") and officially entered into the Contest. No notification will be sent to an Entrant whose Entry is approved to officially enter the Contest.

If an Entry does not meet all requirements listed in these Official Rules, the Entry will not be approved to enter the Contest. Each Entrant is solely responsible for reviewing these Official Rules and the requirements for entry. No notification will be sent to an Entrant whose Entry is not approved to enter the Contest.

Limit two (2) Entries per person or email address during the Entry Period, regardless of method of entry. If an Entrant attempts to enter more than two (2) times using different email addresses or Instagram handles, only the first two Entries will be accepted. Each submission must contain a different Entry, no duplicate Entries are allowed. Entrants must be the authorized account holder of the email account listed in the registration or associated with the Instagram account.

Entrants agree to comply with these Official Rules. The Contest and all content thereof is intended only for those who are of legal drinking age or older. Entrants should not share content with those who do not meet legal drinking age requirements. Entries become the property of Sponsor and will not be returned or acknowledged except as may be provided herein. By submitting an Entry, Entrants irrevocably grant Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entry, including but not limited to, the right to use Entrant's name and picture/image ("Entrant's Likeness") and/or statements regarding their participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrants release all rights of any uploaded images and/or videos to Sponsor upon submission of Entry. Entrants expressly waive any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Entry and agrees not to sue or assert any claim against the Sponsor for the use of the Entry or Entrant's Likeness or statements.

By participating in the Contest, Entrants agree that Sponsor shall have the right to use all personal information provided to Sponsor in accordance with the privacy policy found at <u>www.francisfordcoppolawinery.com/privacy-policy</u>. At the time of entry, Entrants might be given the opportunity to opt-in to receive further communications from Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning.

3. FINALIST AND GRAND PRIZE WINNER SELECTION.

<u>POTENTIAL FINALIST SELECTION.</u> On or around September 1, 2024, an independent panel of third-party judges ("Judges") will begin evaluating all Approved Entries, using the preliminary

judging criteria (the "Preliminary Criteria") below. On or around September 15, 2024, the Judges will select four (4) potential finalists (each a "Potential Finalist"), one (1) from each Region using the Preliminary Criteria.

In the event of a tie, the tie will be broken based on the highest score in the first Preliminary Criteria (Flavor/Taste), continuing thereafter to each subsequent Preliminary Criteria (Composition, Texture, Wine Pairing, Simplicity), as needed to break the tie.

PRELIMINARY JUDGING CRITERIA:

Perceived Flavor/Taste (30%): Do the flavor combinations sound delicious?

Perceived Composition (25%): Do the toppings appear balanced with the crust?

Perceived Texture (20%): Do the toppings appear to have a pleasant texture and complement the crust?

Perceived Wine Pairing (15%): Does the recipe appear to complement a particular Francis Coppola Diamond Collection wine?

Perceived Simplicity (10%): How complicated does the recipe seem? Is the pizza approachable and could anyone easily recreate it?

All Potential Finalists will be notified on or about September 18, 2024. Potential Finalists MUST be available to travel October 10, 2024 – October 13, 2024. <u>Potential Finalists MUST keep their</u> <u>status confidential until they are qualified as a Finalist and their status is publicly disclosed by</u> <u>Sponsor.</u>

The Judge's selection of each Potential Finalist and the interpretation of these Official Rules will be final. Potential Finalists will be notified by telephone, email and/or direct message on Instagram. Potential Finalists will have 72 hours from time of initial notification to respond. If a Potential Finalist does not respond within the 72 hours or an email notification is undeliverable after up to three (3) attempts, a new Potential Finalist may be selected. Potential Finalists will be required to sign and return an Affidavit of Eligibility, Acceptance of Conditions, and Liability/Publicity Release (where allowed by law) within three (3) calendar days. If Potential Finalists do not return fully executed paperwork within three (3) calendar days, they may be disqualified, and an alternate Potential Finalist may be selected. Potential Finalists are subject to verification of eligibility and a personal background check ("Review Process") to help ensure any use of a Potential Finalist in advertising or publicity for the Contest will not reflect unfavorably on Contest or Sponsor. Once four (4) Potential Finalists clear the Review Process, they will officially be declared a finalist ("Finalist").

In the event of a dispute concerning the identity of an Entrant, Potential Finalist or Finalist, an Entry will be deemed submitted by the natural person who is the authorized holder of the email account associated with an Entry. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the control of the Sponsor. Return of any notification as "undeliverable" will result in disqualification. If for any reason a Finalist is disqualified, an alternate Finalist may be selected from among all eligible Entries received during the Entry Period.

Sponsor reserves the right to select fewer than four (4) Finalists if there are insufficient Entries, Entries that do not adhere to these Official Rules, or Approved Entries that do not score high in the Judging Criteria within a Region.

<u>GRAND PRIZE WINNER SELECTION</u>. The Finalists will travel to the Francis Ford Coppola Winery for a live cooking competition (the "Competition") which will take place on October 12, 2024. Dough for an Entry can either be prepared in 90 minutes or less on the day preceding the Competition OR be prepared in 60 minutes or less on the day preceding the Competition, with an

additional 30 minutes or less prep time on the morning of the Competition. At the Competition, the Finalists will prepare their Entries for an independent panel of judges, who will evaluate each Entry using the judging criteria (the "Criteria") below.

The Competition will feature Ooni portable pizza ovens to be utilized by the Finalists and Entry cooking times may need to be adjusted accordingly. In the event of inclement weather, Finalists may instead need to utilize a wood fired pizza oven to prepare their Entries. Entrants shall be responsible for adjusting cooking times accordingly. Sponsor shall not be liable for any oven malfunction causing an Entry to be either over or undercooked. The Competition will be judged by no less than 4 judges. The Finalist with the highest total score will be declared the "Grand Prize Winner". <u>Grand Prize Winner status must be kept confidential by Finalists, Grand Prize Winner and their respective guests until publicly disclosed by Sponsor.</u>

In the event of a tie, the tie will be broken based on the highest score in the first Criteria (Flavor/Taste), continuing thereafter to each subsequent Criteria (Composition, Texture, Wine Pairing, Simplicity), as needed to break the tie.

JUDGING CRITERIA:

Flavor/Taste (30%): Are the flavor combinations delicious?

Composition (25%): Are the toppings balanced with the crust?

Texture (20%): Do the toppings have a pleasant texture and complement the crust?

Wine Pairing (15%): Does the recipe complement a particular Francis Coppola Diamond Collection wine?

Simplicity (10%): How complicated is the recipe? Is the pizza approachable and could anyone easily recreate it?

The Finalists must arrive to the Competition on time. If, for any reason, a Finalist is delayed or unable to attend the Competition due to illness, travel delays or a force majeure event (weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control), the Sponsor, in its sole discretion, may disqualify the Finalist from the Competition. If a Finalist is unable to attend the Competition, Sponsor reserves the right (but is not required) to select an alternate Finalist to participate in the Competition.

Sponsor reserves the right to disqualify the Grand Prize Winner and/or not award the Grand Prize if the Grand Prize Winner is found to be ineligible or in violation of these Official Rules.

Sponsor may use, in perpetuity and throughout the world, any photographs, videos, and/or other audiovisual representations that are taken during the Competition, in whole or in part, as well any Finalist's name, voice and/or likeness in conjunction therewith (collectively, "Images"), for all purposes in any and all publications and media, whether now known or hereafter existing, including without limitation, using the Images on packaging, marketing and point-of-sale materials, posting the Images on Sponsor's internal and external websites, third party websites, social media platforms, and company emails and newsletters, reproducing the Images in any publications or media, displaying the Images publicly, and producing derivative works from the Images and using in any form including composite, collage, montage, and video.

Finalists waive any right to inspect Images or materials to be used on packaging, in marketing materials, publications, or on websites and in other media as described above. Finalists further waive any right to royalties or other compensation arising out of or related to the above use or uses. Finalists further waive and release any and all claims in connection with the above use or uses including, but not limited to, claims relating to defamation, rights of privacy or publicity, confidentiality, copyright or otherwise.

4. PRIZE(S)

FINALIST PRIZES

Each Finalist must be able to travel to the Francis Ford Coppola Winery in Geyserville, California for the Competition. Each Finalist may bring one (1) guest aged 21 years of age or older. Each Finalist will receive economy airfare for two, three (3) nights hotel accommodation (single room, double occupancy) selected by Sponsor, a \$750 gift card for incidentals and an Ooni pizza oven. Finalists and their guests must travel on same itinerary. Finalists are responsible for any expenses not listed herein including ground transportation to/from airport, meals, gratuities, etc. All travel arrangements and accommodations are in Sponsor's sole discretion and additional restrictions may apply.

Each Finalist prize package has an Approximate Retail Value ("ARV") of \$4,300 but actual retail value may vary based on point of departure, purchase and/or booking dates. Total ARV for all Finalist prize packages is \$17,200. Alcohol is not part of any prize package.

In the event a Finalist lives within 250 miles of the Competition, the Finalist must use their own ground transportation to and from the Competition. In lieu of airfare, the Finalist will receive an additional \$250 gift card to be used for any related transportation expenses.

GRAND PRIZE

There will be a total of one (1) Grand Prize awarded for the Contest. The Grand Prize Winner shall have the option to choose one (1) of two (2) available Grand Prizes.

GRAND PRIZE A: In choosing Grand Prize A, the Grand Prize Winner will receive \$25,000 awarded in the form of a check or wire transfer. Grand Prize A will be paid out within 4 weeks of the Competition. ARV of Grand Prize A is \$25,000.

GRAND PRIZE B: In choosing Grand Prize B, the Grand Prize Winner will receive a "Trip of a Lifetime" for two (2) people to Italy. The Grand Prize Winner may bring one (1) guest aged 21 years of age or older. Grand Prize B includes first class airfare for two (2) with an ARV of \$12,000, six (6) nights hotel accommodations (single room, double occupancy) selected by Sponsor with an ARV of \$6,500, planned pizza experiences with an ARV of \$1,800, a \$4,700 gift card for meals, ground transportation, and incidentals. Grand Prize Winner and guest must travel on the same itinerary, and are responsible for any expenses not listed herein including gratuities, etc. All travel arrangements and accommodations are in Sponsor's sole discretion and additional restrictions may apply. ARV of Grand Prize B is \$25,000 but actual retail value may vary based on point of departure, purchase and/or booking dates, etc. Any difference between the stated approximate retail value and actual retail value of any prize components will not be awarded.

Alcohol is not included in either of the Grand Prize options. By accepting a Grand Prize, the Grand Prize Winner agrees to participate in interviews and/or photo shoots for up to eighteen months after the Competition.

Total ARV for all prizes is \$42,200. No substitution or cash equivalent of any prize is permitted except in Sponsor's sole discretion. Finalists and Grand Prize Winner are responsible for any and all federal, state and local taxes or assessments, as well as any forms as may be required by said taxing authorities (*e.g.*, IRS Form W-9). Any person winning over \$600.00 in prizes will receive an IRS Form 1099 Miscellaneous from Sponsor for the calendar year in which the prize is awarded. Odds of winning depend on the number of eligible entries received. All Finalists and their guests must be 21 years of age or older.

This Contest is in no way sponsored, endorsed, administered by, or associated with Visa, Mastercard or American Express.

5. GENERAL CONDITIONS. By participating, Entrants accept and agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding on matters relating to the Contest.

Entrants agree to indemnify and hold Sponsor, its agencies and Parties and their respective affiliates, members, directors, managers, officers, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's Entry, or the Entrant's conduct in creating an Entry or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrants further agree to forever release and discharge Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements, characters or ideas contained in any Entry.

If for any reason the Contest cannot run as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify and/or suspend the Contest and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive manner. Any attempt by an Entrant to deliberately damage the Website involved in the Contest or to undermine the legitimate operation of the Contest may be in violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages, including attorneys' fees, from any such Entrant to the fullest extent of the law, including criminal prosecution. No responsibility is assumed by Sponsor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of Entries or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or on any website or any combination thereof, including any injury or damage to participant's or any other person's computer related to, or resulting from, participation in or downloading any materials from this Contest. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the prizes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with the entry mechanism, to be violating these Official Rules or to be acting in a disruptive manner.

Contest is subject to all applicable federal, state, and local laws and regulations.

6. HOLD HARMLESS. Contest is provided "as is". Grand Prize Winner, Finalists and Entrants agree that the Sponsor and Parties shall not be responsible or liable for, and Grand Prize Winner, Finalists and Entrants agree to release and hold harmless the Sponsor and Parties from losses, damages, or injuries of any kind to person, including personal injury or death, or property resulting from participating in the Contest or Contest-related activity, including, but not limited to, the acceptance/possession and/or use or misuse of any prize or any injury or damage to Entrant's or third person's property related to or resulting from any prize or any part of the Contest. By participating in the Contest, Entrants agree that the Sponsor and Parties will have no liability whatsoever for, and that Entrant shall hold the Sponsor and Parties harmless against, any liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential or punitive damages to persons or to property arising out of the prize(s) awarded hereunder.

Without limiting the foregoing, everything regarding the Contest, including any websites used in connection therewith and any prize(s) awarded hereunder, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly

disclaimed by the Sponsor and Parties.

- 7. LIMITATIONS OF LIABILITY AND RELEASE. No liability or responsibility is assumed by Sponsor or Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of any website in whole or in part for any reason; traffic congestion on the Internet or any website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on any website. Use of any website in connection with this Contest is at user's own risk. Sponsor and the Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of any website or the download of any information from any website. By participating in the Contest, the Entrant forever releases and discharges Sponsor and Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsor and Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. Sponsor and Parties are not liable in the event that any portion of the Contest is cancelled or modified due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control (a "Force Majeure Event").
- 8. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant, Sponsor and the Indemnitees in connection with the Contest shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA. All claims, judgments and awards on behalf of Entrant will be limited to lesser of actual out-of-pocket costs incurred or two hundred fifty dollars (\$250). Attorneys' fees will not be awarded or available to Entrant, even if Entrant proves to be a prevailing party. ENTRANTS ACKNOWLEDGE AND AGREE THAT THEY HEREBY WAIVE AND RELEASE ANY RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION OR PARTICIPATE IN THE SAME.
- 9. RULES REQUESTS/NAMES OF WINNERS. Full rules can be found online www.coppolaperfectyourpizza.com. Alternatively, to write in for a copy of the Official Rules, send a self-addressed stamped envelope to: DFV6515950W Francis Coppola Diamond Collection -Perfect Your Pizza Contest – Rules Request, c/o Avid Marketing Group P.O. Box 1008, Rocky Hill, CT 06067-1008 (return postage may be omitted where prohibited). Requests received after August 31, 2024 will not be honored. For a list of the Finalists and/or Grand Prize Winner, available after November 13, 2024, send a self-addressed stamped envelope to: DFV6515950W Francis Coppola Diamond Collection - Perfect Your Pizza Contest – Winners List Request, c/o Avid Marketing Group P.O. Box 1008, Rocky Hill, CT 06067-1008 (return postage may be omitted where prohibited). Requests received after December 13, 2024 will not be honored.
- **10. ADMINISTRATOR.** Contest administrator is Avid Marketing Group 100 Corporate Place, Suite 200, Rocky Hill, CT 06067.