

Tyler Florence Ultimate Food & Wine Experience Recipe Contest

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID IN CA & TN AND WHERE PROHIBITED BY LAW.

CONTEST PERIOD: Tyler Florence Ultimate Food & Wine Experience Recipe Contest ("Contest") begins on October 1, 2012 at 9:00 AM Pacific Time (PT) and ends on December 31, 2012 at 5:00 PM Pacific Time (PT) ("Contest Period").

HOW TO ENTER: During the Contest Entry Period, visit the Tyler Florence Wines website (www.tylerflorencewines.com/ultimatefood-wine) to access the online Contest Entry Form. Complete the Contest Entry Form, and write a description of 200 characters or less telling us why you chose Tyler Florence Cabernet Sauvignon or Sauvignon Blanc to pair with your recipe ("Entry"). You may also upload a photo of your recipe, but this is optional. You may enter as often as you wish, but each Entry must contain a completely original recipe with a wine pairing to either Cabernet Sauvignon or Sauvignon Blanc. Entries must be received no later than December 15, 2012 at 5:00 PM Pacific Time (PT) according to the computer time on the Administrator's server. Contest Entries that are incomplete, garbled, or otherwise corrupt are void and will not be accepted. Tyler Florence Wines, Folio Fine Wine Partners and agents of both (Contest Entities) are not responsible for lost, late, misdirected or corrupted entries. All entries become the property of the Sponsor and will not be returned or acknowledged. Persons discovered entering the Contest under several names will be disqualified. Contest Entities reserve the right to disqualify false submissions or submissions suspected of being false. In the event of a dispute as to the identity of a Selected Contestant, the Selected Contestant will be deemed to be the person in whose name the e-mail account governing the e-mail address was opened. Multiple entries will be accepted for voting, limit (one) wine pairing per recipe and only one winner per household will receive the prize. No mass entries or mechanically reproduced entries will be accepted. Contest entries become the property of Tyler Florence Wines ("Sponsor").

ELIGIBILITY AND SPONSOR; Tyler Florence Ultimate Food & Wine Experience Recipe Contest is open only to legal residents of the 50 United States and the District of Columbia (excluding residents of California & Tennessee) who are at least twenty-one (21) years of age at time of entry. Employees or officers, directors, agents of Tyler Florence Wines, Folio Fine Wine Partners or their respective parent companies, affiliates, subsidiaries, advertising/promotional agencies, and members of the immediate family (parent, child, sibling or spouse) or persons living in the same household of such individuals, as well as employees of suppliers, distributors, licensees (including retailers) of alcoholic beverages are ineligible to participate or win a prize. Tyler Florence Ultimate Food & Wine Experience Recipe Contest c/o Folio Fine Wine Partners, 550 Gateway Drive, Suite #220, Napa, CA 94558.

CONTEST SUBMISSION GUIDELINES: Photos must be submitted in one of the following formats: .jpg, .gif, or .png (1 MB max). All entries will be prescreened to ensure the entries have correctly met the Submission Guidelines and meet Contest Entities' general standards and practices prior to posting for online voting. If any children under 18 are shown in a photo the entrant **MUST** be the parent/legal guardian of any child, or have permission from a parent/legal guardian of each child depicted to submit the Entry in this Contest. Your Submission must be truthful, non-fictional, and an original work of authorship created by you, the person who submits the entry. It must be no longer than 200 characters. Submissions may not contain any illegal, offensive or obscene subject matter, as determined in Contest Entities' sole discretion. Contestants may not copy or otherwise plagiarize the Submission from any source, nor may the Submissions include third party copyrighted material. Contestant must hold all rights to the entire Submission at the time the Submission is forwarded to Contest Entities. Contest Entities are not responsible for legal protection or clearance of Submissions in any form. Contestant agrees to indemnify Contest Entities against any and all claims from any third party for any use by Contest Entities of Submission. If, in the sole discretion of Contest Entities, your Submission constitutes copyright infringement or otherwise violates the rights of any third party, including any rights of privacy or publicity, the Submission will be disqualified. Entries that are incomplete or corrupted are void and will not be accepted. **YOUR ENTRY MUST BE TRUTHFUL.** Once submitted, your Submission becomes the property of

Sponsor. We may modify any description or photograph used in your Submission and any part of your Submission (modified or not) may be used for promotional purposes on Sponsor's website and/or on Sponsor's social media pages without compensation to you. By submitting an Entry, entrant warrants and represents that all persons appearing in the Photo and/or identified in the Story have consented to (a) appear in the Photo and/or be identified in the Story, (b) have the Entry submitted into the Contest, and (c) Sponsor's use of the Entry as provided in these Official Rules. Each qualified submission will display the Entrant's first name, last initial and state of residence with his/her entry.

ONLINE VOTING: The voting period ("Voting Period") will start on December 16, 2012 at 9:00 AM Pacific Time (PT) and will end on December 31, 2012 at 5:00 PM Pacific Time (PT). Voters must be at least 21 years old at time of voting. Limit one (1) vote per person per email address per day. Automated methods of voting are prohibited. Prior to the Voting Period, all photos and captions will be prescreened on the following criteria: compliance with character limit, proper grammar and language of caption and the quality and clarity of the photo. Any submissions that do not meet these requirements will not be available for the Voting Period.

CONTEST JUDGING AND NOTIFICATION: The top ten (10) Entries for each varietal (Cabernet Sauvignon and Sauvignon Blanc) pairing that received the most votes from the online Voting Period will move to the Private Judging round. In the event of a tie, all tied Entries will be submitted to the Private Judging round. All entries will be prescreened, before Voting Period, to ensure the entries have correctly met the Submission Guidelines and meet Contest Entities' general standards and practices prior to any judging ("Qualified Submissions"). The Private judging period ("Judging Period") will start on January 2, 2013 at 9:00 AM Pacific Time (PT) and end on January 15, 2013 at 5:00 PM Pacific Time (PT). Qualified Submissions in the Finalist pool will be judged by Chef Tyler Florence using the following criteria: (1) originality (40%), (2) simplicity (30%), and (3) depth of flavor (30%).

CONTEST PRIZES: Five (5) winners and their guest will enjoy four (4) days and three (3) nights in Northern California. Prize package includes roundtrip airfare for two (2) to and from San Francisco airport, hotel accommodations (one hotel room per winner), dinner at Tyler Florence's Wayfare Tavern, private cooking demonstration with Chef Tyler Florence at his West Coast Kitchen Essentials shop in Mill Valley, visit and tour at the Michael Mondavi Family Estate in Napa, and dinner at Tyler's Rotisserie & Wine restaurant. Limit (one) trip per contestant (per household) will be awarded. Prizes are not redeemable for cash or transferable, No substitution allowed except at Administrator's sole discretion. The Five Final Prizes will be awarded provided it is validly claimed by January 28, 2013. In the event that the Final Prize winner does not claim the prize by January 28, 2013 or if the Final Prize winner does not meet the conditions in the Tyler Florence Ultimate Food & Wine Experience Recipe Contest Official Rules, the Final Prize will be awarded to the next highest scoring Entrant according to overall points awarded from the Private Judging. Prize redemption dates are planned for March 2013.

Approximate Retail Value ("ARV") of Final Prize: \$2,000. ARV

TOTAL APPROXIMATE RETAIL VALUE OF ENTIRE PRIZE PACKAGE: \$10,000.

SPONSOR: GENERAL RULES OF PARTICIPATION: Contest entrants agree to be bound by the terms of these Official Rules and decisions of Sponsor, which are final and binding on all matters relating to this Contest. All federal, state and local taxes are solely the responsibility of the prize winner. Sponsor and promotional partners are not responsible for printing, typographical, mechanical or other errors in these Official Rules or other materials or communications relating to the Contest. By entering, participants release Sponsor, and its parent companies, subsidiaries, affiliates, and each of their respective directors, officers, shareholders, owners, employees, representatives, agents, advertising and promotion agencies and all others associated with the development or execution of the Contest (the "Releases"), from any and all liability or any damages or causes of action (however named or described) arising out of participation in the Contest and/or the receipt, use, misuse or nonuse of the prize awarded, including, without limitation, liability for personal injury, death or property damage. Releases do not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Sponsor reserves the right to modify this Contest in any way it deems necessary or appropriate. Sponsor reserves the right permanently to

disqualify from the Contest any person it believes has violated these Official Rules. All federal, state and local laws apply. Entry constitutes permission for Sponsor and its agencies to use a winner's name, voice and/or likeness for purposes of advertising, promotion and publicity, without further compensation, unless prohibited by law.

INTERNET: The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter and/or repeatedly upload photos and stories is prohibited and all such entries will be disqualified. If for any reason the Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated, Sponsor reserves the right to select the prize winner in a random drawing from among all eligible, non-suspect submissions received as of the action requiring such termination. Releases assume no responsibility 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. Releases are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in connection with this Contest. CAUTION: ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITIES RESERVE THE UNRESTRICTED RIGHT, EXERCISABLE AT ANY TIME IN PROMOTION ENTITIES' SOLE DISCRETION, AND WITHOUT WAIVER OF OR LIMITATION ON ANY OF PROMOTION ENTITIES' OTHER AVAILABLE LEGAL AND/OR EQUITABLE RIGHTS AND REMEDIES, TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM AND AGAINST ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

PROMOTIONAL CONDITIONS: VOID WHERE PROHIBITED. This Promotion is subject to all applicable federal, state and local laws of the United States. By participating, each Contest Entrant hereby irrevocably and perpetually (a) agrees to be fully and unconditionally bound by these Official Rules and the decisions of the Promotion Partners and (b) waives any right to claim ambiguity in the Promotion or these Official Rules. Each Promotion Entrant hereby irrevocably and perpetually agrees to release, discharge, indemnify and hold harmless the Promotion Partners and each of their respective officers, directors, employees, shareholders, attorneys, representatives and agents from and against any and all claims, judgments, damages, losses, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from (i) redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion, or (ii) printing, distribution, production or mailing/e-mailing/communication/transmission errors. Promotion Partners or their affiliates may rescind any promotion found to contain such errors, without liability, at its sole discretion. NEITHER PROMOTION ENTITIES NOR THEIR REPRESENTATIVES MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (UNLESS PROMOTION ENTITIES ELECT TO PROVIDE ANY PRIZE RECIPIENT WITH ANY EXPRESS WRITTEN WARRANTIES). FURTHER, NEITHER SPONSOR NOR THE PROMOTION ENTITIES ACCEPT ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

RESTRICTIONS: Promotion Entities shall not be liable to Selected Entrant for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor

dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond Promotion Entity's sole and reasonable control.

LIMITATIONS OF LIABILITY: Promotion Entities are not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Promotion; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Promotion; (e) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any Entrant's participation in the Promotion or receipt or use of any prize. Promotion Entities may prohibit an Entrant from participating in the Promotion or receiving any prize if, in Promotion Entities' sole discretion, Promotion Entities determines that such Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unsafe or unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Promotion Entities' representatives. Promotion Entities reserve the right to cancel or suspend the Promotion, in their sole discretion, should it receive fewer than 25 entries. If for any reason this Promotion is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other similar or dissimilar causes beyond the sole and reasonable control of Promotion Entities which corrupt or affect the administration, security, fairness, integrity or proper, safe and fair conduct of the Promotion, then Promotion Entities reserve the right, exercisable at any time in Promotion Entities' sole discretion, to cancel, terminate, modify or suspend all or any part of the Promotion and to select the Selected Entrant by means of a random drawing from among all eligible Promotion entries received by Promotion Entities up until the time of such cancellation, termination, modification or suspension, as applicable.

PRIVACY POLICY AND TERMS OF USE: All personal information collected by Promotion Entities will be used for administration of the Promotion. In addition, Entrants may receive email correspondence from, or on behalf of the Sponsor or promotional partners, subject to the Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Sponsor's privacy policy located at: <http://www.tylerflorencewines.com/footer/privacy-policy.php> for important information regarding the collection, use and disclosure of personal information by Sponsor. Any questions regarding privacy matters should be directed to the address set out below. In additional, information provided by Entrants may be used by Sponsor to send Entrants marketing and advertising materials by mail and/or email.

WINNERS LIST: The Final Prize Winners will be posted to the Tyler Florence Wines website on or around June 15, 2012.