

# **Gemma di Luna**

## **2021 Million Dollar Sweepstakes**

### **Official Rules**

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not increase your chances of winning. Entry into this Sweepstakes Promotion (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and D.C., who are age 21 or older as of date of entry, except for employees, officers, and directors of Enovation Brands, Inc. ("Sponsor") and its affiliated companies, subsidiaries, distributors, wholesalers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Sweepstakes (collectively, the "Sponsor Parties") along with the members of the immediate families or households, whether or not related, of any of the above [which includes parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside].

2. The Sweepstakes promotion begins at 12:01 a.m. Eastern Time (ET) on November 1, 2021 and ends at 11:59 p.m. ET on January 1, 2022 (the "Sweepstakes Period"). Please allow for the time difference, if any, from your local time zone. Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void wherever prohibited or restricted by law

3. There are two ways to enter: (a) Purchase a bottle of Gemma di Luna wine, and submit the applicable rebate request (in the "Rebate Promotion"), from your mobile device by scanning the QR code from the bottle neck hanger and following the instructions to enter your submission information for the Rebate Promotion, and receive one (1) automatic entry into the Sweepstakes; OR (b) To enter without purchase, use your mobile device and scan the QR code from the bottle neck hanger, or visit: [www.winwithgemmadiluna.com](http://www.winwithgemmadiluna.com), and follow the instructions to complete the online Sweepstakes registration form, including all requested information, and receive one (1) entry into the Sweepstakes. The QR code scan method of entry is designed to work with all currently available apps, but Sponsor makes no guarantee that any particular app or mobile device that is used will be capable of submitting an entry. To qualify for entry, the registration must be complete and submitted within the Sweepstakes Period. Underlying submissions in the Rebate Promotion must contain all required information, and be in compliance with the terms of the Rebate Promotion, must otherwise be a valid submission under the Rebate Promotion, and must be submitted online no later than January 1, 2022. Sponsor Parties not responsible for lost, late, or illegible entries. All entries and information contained within become the exclusive property of Sponsor and will not be acknowledged or returned. Entry is limited to one (1) per person or household, regardless of method of entry. Multiple entries beyond the stated limit, or entries generated by automated or mechanical means or means which subvert the entry process will be void.

4. Each valid entry into the Sweepstakes, by either entry method, will be assigned a random computerized Cybertoken consisting of one unique alphanumeric code from among an established pool of 100,000,000 such codes (the "Pool", and each a "Code"). The Grand Prize Winner will be selected by a random computerized drawing of one (1) Code from the entire Pool, and if such Code matches a Cybertoken already assigned to an entrant, that entrant will win the Grand Prize. If no valid entry Cybertoken matches the randomly selected Grand Prize Code, then no Grand Prize will be awarded. All First, Second, and Third Prize Winners will be selected from among all the Cybertokens assigned to eligible entries received. Winners will be selected by a random computerized drawing of all entries submitted in compliance with these Official Rules on or about January 10, 2022. All randomly selected and announced winners are subject to verification. Potential prize winners will be contacted following selection of their Entry by phone and/or email. Odds of winning the Grand Prize are

approximately 1:100,000,000. Odds of winning a First, Second or Third Prize depend on the number of valid entries received.

5. The following prizes are available: One (1) Grand Prize of \$1,000,000.00 cash, by way of a check; Five (5) First Prizes of \$5,000.00 cash each, by way of a check; Twenty-Five (25) Second Prizes of \$100.00 cash each, by way of a pre-paid gift card; and One Hundred (100) Third Prizes of Gemma di Luna branded swag bags, with an approximate retail value ("ARV") of \$50.00 each. Total ARV of all prizes offered is \$1,032,500.00. Please keep a copy of your assigned Cybertoken for your personal records. Grand Prize and First Prize Winners will be required to sign and return affidavits of eligibility and liability/publicity releases within ten (10) days of notification attempt, or the prize will be forfeited. All Prizes will be given in the form of a check or gift card as referenced above to verified claimants at the address provided. Award of First, Second or Third Prizes are limited to one per household or family. Sponsor reserves the right to substitute the Third Prize with an alternative prize of equal or greater value if the designated prize should become unavailable for any reason. Unclaimed prizes will not be awarded.

6. Please allow 4-6 weeks for delivery of prize checks and/or gift cards. No Prize substitutions are allowed. All taxes on prizes are the responsibility of the Winner. By entry into the Sweepstakes and/or accepting prizes, entrants and Winners agree that Sponsor Parties, their respective officers, agents and employees will have no liability or responsibility for any injuries, losses or damages of any kind resulting from the acceptance, possession or use of any prize and they will be held harmless against any claims of liability arising directly or indirectly from the prizes awarded. Sponsor and its agencies assume no liability for any error, omission, interruption, deletion, defect, or delay in the printing, or distribution of Sweepstakes related materials. Sponsor and its agencies are not responsible for any incorrect or inaccurate information caused by any retail operation. Participation in the sweepstakes game constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Entrants agree to abide by these Official Rules and by the decisions of the Sponsor and its agents. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process. If there is any suspected or actual evidence of tampering with any portion of the Sweepstakes game, or if technical difficulties compromise the integrity of the Sweepstakes, Sponsor reserve the right to disqualify suspect entries and/or modify or terminate the Sweepstakes in a manner deemed reasonable in its sole discretion.

7. Sponsor Parties are not responsible for lost, late, misdirected, incorrect, illegible, incomplete, invalid, unintelligible, or damaged Entries, or for Entries submitted in a manner that is not expressly allowed under these Official Rules, or for any entry not submitted or not received due to any technical error or failure, human error, unauthorized intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any phone or cellular phone provider, network computer online systems, computer equipment, servers, or software, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes; or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer, phone line or cellular transmissions and/or network connections; all of which will be disqualified. In the event of a dispute as to an electronic Entry, the authorized account holder of the e-mail address used and associated with the Entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Proof of being the authorized account holder may be required.

8. By entering this Sweepstakes, each Entrant agrees that (1) entry constitutes an election to receive future promotional offers and advertising from the Sponsor; (2) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Florida serving the County of Miami-Dade; (3) any and all

claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will Entrant be entitled to receive attorneys' fees or other legal costs; and (4) under no circumstances will Entrant be permitted to obtain awards for, and Entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of parties in connection with this Sweepstakes shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions.

9. The Winners' List: For the names of the winners, visit [www.winwithgemmadiluna.com](http://www.winwithgemmadiluna.com) between January 15, 2022 and February 15, 2022.

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