

# DAVINCI® WINES THE DAVINCI STORYTELLER EXPERIENCE CONTEST TERMS AND CONDITIONS

March 6, 2014 at 10:35am

## NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO APPLY FOR THE DAVINCI STORYTELLER EXPERIENCE

**1. ELIGIBILITY: APPLICANTS MUST BE LEGAL RESIDENTS CURRENTLY RESIDING IN ONE (1) OF THE FIFTY (50) UNITED STATES (EXCLUDING RESIDENTS OF TENNESSEE AND UTAH) OR THE DISTRICT OF COLUMBIA AND AT LEAST 25 YEARS OLD AT THE TIME OF APPLICATION.** Employees of the Sponsor, its alcoholic beverage distributors and retailers, affiliates, subsidiaries, vendors, advertising, public relations and promotion, fulfillment and/or judging agencies (collectively, "Related Entities"), employees of any wine manufacturer, and the immediate family members of any such individuals are not eligible. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. Contest is subject to all federal, state and local laws and regulations. Applicants must be of good moral character, must not have been convicted of a felony crime, or convicted of a moving violation of any kind involving personal injury, drugs or alcohol, within the 10-year period prior to September 20, 2014, and must have nothing in their background that would be an embarrassment to Sponsor as determined by Sponsor in its sole discretion. Finalists must be willing to undergo a background check conducted by an agency hired by Sponsor. The twelve (12) Winners of the 2011, 2012 and 2013 DaVinci Storyteller Experience are ineligible to enter this Contest. The DaVinci Storyteller Experience is void in TN, UT, and where prohibited.

**2. SPONSOR:** DaVinci, USA, Healdsburg, CA ("Sponsor"). This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any questions regarding the Contest must be directed to Sponsor and not to Facebook. By entering the Contest, each entrant waives, discharges and releases Facebook from any and all liability associated with this Contest. By entering the Contest, you understand that you are submitting your information to Sponsor and not to Facebook.

**3. TO APPLY:** The DaVinci Storyteller Experience Application period begins at 12:00:01 AM Eastern Daylight Savings Time ("EDT") on March 17, 2014 and ends at 11:59:59 PM EDT on May 31, 2014. To apply, visit the official DaVinci Wine Facebook fan page located at <http://www.facebook.com/DaVinciWine>, click on the Storyteller Experience Contest entry tab, complete the required information on the Online Application Form displayed in accordance with the on-screen instructions, and submit the Online Application Form as directed ("Application"). An Individual who submits an Application will be deemed an "Applicant." Applicants will be required to submit all of the following:

**A)** A completed application, filling out all required fields, including your complete name, home address (no P.O. Boxes), telephone number, date of birth and e-mail address and Applicant's

selection of the category that best describes his/her particular type of storytelling from drop-down menu.

**B) A description of your social media influence: (“Social Media Description”)**

1. Tell us about your involvement in social media.
2. How do you use it to share the things you create?
3. How do your followers or friends respond to your work?

**C) An essay/your personal pitch with no fewer than 500 words and no more than 750 words that consists of a response to the following thought-starter questions (the “Essay”):**

1. What makes you a good storyteller?
2. Think about the particular type of Storytelling you selected in Part A and tell us more about your storyteller skill. Is it your full-time profession, a second job, a hobby?
3. What are you passionate about?
4. What has been your most interesting travel experience, and why?
5. Do you have a passion for wine, winemaking or viticulture? Or maybe you just like to pair a glass of wine when cooking your favorite meal? Tell us how you’re personally interested in wine and why you would like to experience the home of Chianti.

**D) Samples of your work or hobby that demonstrate examples of your creative expression consisting of no fewer than three (3) and no more than ten (10) samples of your work or hobby solely created by you (the “Samples”).**

A, B, C and D form, collectively, the “Application”. Essays and Social Media Descriptions must be submitted in English in the area provided within the Application. Samples must be submitted in English in a PDF format or via digital photographs in a JPEG or PDF format along with the Application or provided as a link (Website, blog or social media site). Photographs cannot exceed 300 dpi (dots per inch) or 3 MB (megabytes). Applications featuring subject matter related to pornography, the promotion of tobacco or illegal drugs, firearms or other weapons, any unlawful activity, hateful content of any kind (including racism, sexism, or bigotry), activities that promote hatred or harm to another human being, promote a political or religious agenda, use unacceptable depictions or portrayals of alcohol or that offend generally accepted standards of public decency and respect for others, communicate a message or image inconsistent with the positive images and/or good will to which the Sponsor wishes to be associated with, as determined by Sponsor in its sole discretion, will be void and disqualified. Applications that contain work prepared by someone else other than the Entrant will be void. Limit one (1) Application per Applicant. Applications by the same Applicant in excess of the limits stated herein will be disqualified. In the event the same Application is submitted more than once or multiple Applications are submitted by the same Applicant, only the first Application received will be eligible and all other or duplicate Applications by that Applicant will be disqualified. All Applications become the property of the Sponsor upon receipt and will not be

acknowledged or returned and the Sponsor has the right to dispose of the Applications at Sponsor's discretion. Applicants retain full ownership rights and intellectual property to the Application, Essay, Social Media Description, Samples, artwork, and other content contained in the Application. By submitting an Application, including, without limitation, photographs, Essay, Social Media Description and Samples, Applicants irrevocably grant Sponsor the royalty-free right throughout the world to publish and display in whole or in part, edit, add to, modify, and rearrange the Application publicly on the official DaVinci Wine Facebook fan page located at <http://www.facebook.com/DaVinciWine> and in whatever media (now known or hereinafter developed) in connection with promotions surrounding the DaVinci Storyteller Experience Program and/or for use in the advertising and promotion of Sponsor and/or Sponsor's products as deemed appropriate by Sponsor in Sponsor's sole discretion, without further permission, review, approval, consideration or payment to the Applicant in perpetuity, except where prohibited by law. By submitting an Application, you warrant and represent that the Application is 100% original and was created solely by you and that you have the rights to use the Application or any component thereof from any third party that may have published your original work, as described herein. If, in the opinion of the judges and/or Sponsor and/or at the sole discretion of the Sponsor, the Application violates any law or infringes upon the rights of any third party, is inaccurate, incomplete, or irregular in any way, or otherwise does not comply with the Terms and Conditions, the Sponsor may disqualify the Applicant. Sponsor is not responsible for lost, late, incomplete, misaddressed, or otherwise misdirected Applications that are processed late or incorrectly or are lost due to computer or electronic malfunction or other error. Sponsor reserves the right to cancel The DaVinci Storyteller Experience Program if an insufficient number of Applications meet the minimum standards established herein. **Any Application that is submitted with the use of an automated device will be void and disqualified.** Please refer to Sponsor's privacy policy at <http://www.davinciwine.com/legal/privacy.php> for additional information and instructions for opting out of future promotional communications from Sponsor. **ALL ONLINE APPLICATIONS MUST BE RECEIVED BY 11:59:59 PM EDT ON MAY 31, 2014.**

**4. FINALIST JUDGING CRITERIA:** All Applications will be judged by Sponsor, whose decisions in all matters relating to the DaVinci Storyteller Experience Program will be final and binding. Applications will be judged based on the following equally weighed criteria: (a) creativity; (b) originality and (c) appropriateness to theme for each of the following portions of the Application: Social Media Description (0-20 points); Essay (0-40 points); and Samples (0-40 points). The Applicants who submitted the Applications that earn the twelve (12) highest scores will be deemed the Finalists and will be sorted into four (4) Storyteller Categories for voting, Storyteller Categories and Finalist sorting determined by the Sponsor's sole discretion. In the event of a tie in scores to determine the top twelve (12) Finalists, the tied potential Finalists will be required to participate in an up to thirty (30) minute telephone interview with representatives of Sponsor and the selection of the Finalist will be dependent upon the same criteria as stated herein and the telephone interview. Sponsor reserves the right to pick fewer Finalists if Sponsor does not receive a sufficient number of qualified Applications, as determined within Sponsor's sole discretion. Each Finalist will be notified by telephone and e-mail on or about June 9, 2014. Each Finalist will receive an Affidavit of Eligibility/Acceptance/Liability and (where legally permissible) a Publicity Release and will be required to complete, sign before a notary and return the Affidavit of Eligibility/Acceptance/Liability

and Publicity Release within seventy-two (72) hours of notification. Non-compliance within this time period may result in disqualification and the selection of an alternate Finalist, if time permits. Any notification returned to Sponsor as undeliverable will result in disqualification and may allow the selection of an additional alternate Finalist.

**5. FINALIST VOTING/DETERMINATION OF FOUR SELECTED STORYTELLERS:** Sponsor will put together a summary of each Application of the Finalists (each, a "Brief"). Each Brief will incorporate elements of the Finalist's Samples, Essay and Social Media Description, and such elements and the incorporation thereof will be determined in Sponsor's sole discretion. Finalists may be asked for a photo or drawing of themselves to include in their Brief. Sponsor reserves the right in its sole discretion to modify and edit aspects of the Finalist's Application for purposes of creating the Brief. The Briefs of the Finalists will be posted online for public viewing and voting at the official DaVinci Wine Facebook fan page located at <http://www.facebook.com/DaVinciWine> between 12:00 AM EDT on June 23, 2014 and 11:59 PM EDT on July 31, 2014 ("Voting Period"). To vote, go to <http://www.facebook.com/DaVinciWine>, click on the "Like" button to become a "Fan" of DaVinci Wine and vote for your favorite Finalist during the Voting Period in accordance with the on-screen instructions (your "Vote"). The Finalist that receives the highest number of Votes received during the Voting Period in each of the four (4) Storyteller Categories will each be deemed a "Selected Storyteller" for that corresponding Storyteller Category. In the event of a tie among the Finalists, the tied Finalist who earned the highest score based on the Finalist Judging Criteria set forth in Section 4 above will be deemed the Selected Storyteller. The Finalist that receives the second highest number of Votes during the Voting Period in each of the four (4) Storyteller Categories will be deemed the "First Runner Up". The Finalist that receives the third highest number of Votes during the Voting Period in each of the four (4) Storyteller Categories will be deemed the "Second Runner Up". Individuals who participate in the Voting Period must be legal residents of one (1) of the fifty (50) United States (excluding Tennessee and Utah) or the District of Columbia and at least 21 years old at the time of the vote. At the time of the Vote, voters will be required to submit a valid email address and birth date. Limit one (1) Vote per Storyteller Category per person/email address per Day. A "Day" is defined as a twenty-four (24) hour time period beginning at 12:00 AM EDT of a calendar day and ending at 11:59 PM EDT of the same calendar day. An email address may only be used to submit one (1) Vote per Storyteller Category per Day regardless of the number of persons who share the email account. Voting must be completed by the actual person casting the Vote. A person may not Vote on behalf of another person. Subsequent Votes per Storyteller Category during one Day by a single Voter or email address will be disqualified. Votes generated by script, macro or other automated means or any other means intended to impact the integrity of the voting process as determined by Sponsor in Sponsor's sole discretion are void. Payment or other consideration in exchange for Votes is prohibited.

The Voting process for the Contest is subject to all applicable federal, state, and local laws and regulations. Sponsor and Related Entities are not responsible for incorrect/inaccurate Voting information. Sponsor and Related Entities 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, Votes. Sponsor and Related Entities 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 Vote to be cast or tabulated on account of technical problems, human error or traffic congestion on the Internet or at website, or any combination thereof or for any other reason, or for any injury or damage to participant's or any other person's computer relating to or resulting from participation in voting process or downloading any materials. Sponsor reserves the right, in its sole discretion, to modify, terminate, or suspend the voting or void any Vote should a virus, bug, non-authorized human intervention, action of entrant or Voter, or other cause corrupt or impair the administration, security, or fairness of the voting or Contest. Sponsor further reserves the right, in its sole discretion, to disqualify any Applicant from participation in the Contest that Sponsor determines violated these terms, tampering with the voting process, or acting in an unsportsmanlike or improper manner and void all associated Votes. If the voting process is terminated early by Sponsor, Sponsor reserves the right to count the eligible Votes among all non-suspect, eligible Votes received up to time of cancellation to determine the Selected Storytellers. The decision of the Sponsor with respect to the tallying of Votes, and the invalidation or disqualification of any suspected Votes, shall be final and binding.

#### **6. PRIZES AND THEIR APPROXIMATE RETAIL VALUES "ARV":**

**EIGHT (8) RUNNER-UP PRIZES:** Each Runner-Up Prize consists of a prize pack of merchandise designated by Sponsor with an approximate retail value of \$50. ARV of each Runner-Up Prize: \$50.

**FOUR (4) SELECTED STORYTELLER PRIZES:** Each Selected Storyteller will be awarded a trip to Vinci, Italy for seven (7) consecutive days in September-October of 2014 (specific dates to be determined by Sponsor) to learn about and experience the DaVinci culture (people and place) and to provide specific content as outlined in the Selected Storyteller Requirements set forth below and as more fully embodied in the Letter of Agreement referenced therein, as it relates to his/her Storyteller Category ("Trip"). Each Trip will consist of round-trip coach air transportation for Selected Storyteller between the major commercial airport nearest Selected Storyteller's residence and major commercial airport nearest Vinci, Italy (each of which will be determined by Sponsor in its sole discretion), six (6) nights hotel accommodations at a hotel designated by Sponsor (single occupancy standard room), breakfast, lunch and dinner daily in designated locations (alcoholic beverages are not included in the Trip prize package), round trip ground transportation between airport and Vinci, Italy, and ground transportation while in Vinci, Italy to select locations. The ARV of each Selected Storyteller Trip is \$7,000. Each Selected Storyteller will be solely responsible for all federal, state, and local taxes on Trip as well as any and all expenses and incidental travel costs not expressly stated in the Trip description herein, including but not limited to ground transfers between Selected Storyteller's residence and airport of departure, in-room charges (e.g., mini-bar, room service, telephone, movies), gratuities, travel upgrades, baggage fees, and personal incidentals. Selected Storytellers will be required to provide a valid major credit or debit card upon hotel check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the Selected Storyteller's hotel room will be charged to the

Selected Storyteller's major valid credit card or debit card provided. All Selected Storytellers will be solely responsible for providing their own materials or equipment which they deem necessary to gather their respective content, such as: providing and using his/her own laptop computer, camera, video camera, arts materials and/or audio materials during the Trip. No substitution, assignment, redemption for cash, or transfer of Trip permitted except that Sponsor reserves the right to substitute the Trip (or any portion thereof) for another item of equal or greater value in the event that the offered Trip, or portion thereof, is unavailable at time of Trip. Each Selected Storyteller must travel on dates designated by Sponsor stated herein. In the event a Selected Storyteller cannot travel on dates designated by Sponsor, that Selected Storyteller will be disqualified and that Selected Storyteller's appointment may be awarded to the next highest number of Votes received in that corresponding Storyteller Category during the Voting Period provided sufficient time remains prior to the Trip dates. Each Selected Storyteller will be required to supply Sponsor with his/her social security number for tax purposes. ARV of Trip may vary based on the commercial airport nearest Selected Storyteller's permanent residence and the cost and availability of airfare and hotel at time of booking and travel. Any difference between stated ARV and actual value will not be awarded. Airline tickets are subject to terms and conditions stated on such tickets and various additional material restrictions may apply. Travel is subject to terms and conditions set forth in these Terms and Conditions and those set forth by selected travel providers. Other material restrictions may apply. Sponsor is not responsible for any fees or additional charges resulting from Selected Storyteller's change(s) to itinerary or accommodations. Each Selected Storyteller will be solely responsible for obtaining valid U.S. Passport prior to travel and the associated costs for these requirements. Sponsor and Related Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations. Sponsor and Related Entities shall not be liable for any loss or damage to baggage. Selected Storyteller is responsible for obtaining his/her own medical and life insurance and the associated costs.

**TOTAL ARV OF ALL PRIZES: \$28,400.**

**7. SELECTED STORYTELLER REQUIREMENTS:** Each Selected Storyteller will be required to complete and sign a Letter of Agreement which outlines the requirements for each Selected Storyteller based on his/her Storyteller Category (the "Requirements"). The Letter of Agreement must be signed and returned prior to the Trip. In the event a Selected Storyteller does not sign and return the Letter of Agreement, that Selected Storyteller will be disqualified and that Selected Storyteller's appointment may be awarded to the First Runner Up of that corresponding Storyteller Category provided sufficient time remains prior to the Trip. The First Prize Runner Up for each Storyteller Category will be required to complete and sign an Alternate Storyteller Letter of Agreement which outlines the requirements for each First Prize Runner Up in the event the Selected Storyteller is unavailable to attend the Trip. The Requirements are summarized below and are subject to change at any time at Sponsor's sole discretion. Each Selected Storyteller must be reasonably available to participate in any and all media interviews, conference calls and events at any time and place designated by Sponsor between September 1, 2014 and September 1, 2015.

The Requirements include that each Selected Storyteller will be required to prepare and submit creative content (“Assets”) based on the Storyteller Categories as outlined in the Letter of Agreement. The Assets must be submitted to the Sponsor via email or mail by the Selected Storyteller no later than November 1, 2014. Additional Requirements are as follows. In complying with these Requirements, Selected Storyteller may only post to social media sites that have been approved by Sponsor. In addition, Selected Storytellers must represent that at least 71.6% of each of its social media audiences and followers, are composed of, and shall at all times through the completion of the Requirements be composed of individuals who are 21 years of age or older. If such age demographics cannot be met, Selected Storyteller may not post to its social media audience but may only post to Sponsor’s Facebook page.

### **Requirements before Trip**

1. Selected Storyteller will be required to use his/her social networking properties (provided such social media properties have been approved by Sponsor) to share the announcement and information related to the preparation of the departure for Vinci, Italy. A minimum of one post is required by September 20, 2014.

### **Requirements during Trip**

1. Selected Storyteller will be required to use his/her social networking properties (provided such social media properties have been approved by Sponsor) to share their experiences during the Trip. A minimum of one (1) update every other day is required (with a minimum of three (3) while in Vinci, Italy).
2. Selected Storyteller will be required to meet on three (3) separate occasions with a DaVinci representative, designated by Sponsor, to provide verbal updates on or about September 21, September 24 and September 26, 2014. These updates will be featured on the DaVinci Facebook page.

### **Requirements after Trip**

1. Selected Storyteller will be required to produce enough content that can provide an interesting and compelling story of the people and place of Vinci, Italy and the brand DaVinci Wines.
2. Selected Storyteller will be required to use his/her social networking properties (provided such social media properties have been approved by Sponsor) to share a minimum of eight (8) social media updates (two per week), regarding the finalization of the Assets within thirty (30) days from returning from Vinci, Italy.
3. Selected Storyteller will be required to communicate with Sponsor by phone or email at least once a week to provide Asset status updates during the thirty (30) days after returning from Vinci, Italy. These updates will be used on the DaVinci Facebook page.

4. Selected Storyteller will be required to curate and host the final Assets produced by the Selected Storyteller on the Selected Storyteller's social networking properties (provided such social media properties have been approved by Sponsor) Final Assets cannot be posted or shared on any online or print information sharing outlets before November 10, 2014.

All messages posted by Selected Storyteller must comply with any instructions provided by Sponsor and the applicable provisions of the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising. Accordingly, all content posted by Selected Storyteller must clearly disclose the connection between Selected Storyteller and Sponsor or brand. All messages posted by Selected Storyteller must only be posted on a site in which Applicant represents that at least 71.6% of its followers are composed of, and shall at all times during the Term be composed of, individuals who are 21 years of age or older. Each Selected Storyteller retains the rights to his/her Assets but they may not exhibit, publish or show their Assets publicly until after November 10, 2014 and each Selected Storyteller is encouraged to show, publish, demonstrate, exhibit, his/her work as widely as possible (after November 10, 2014), but they may not do so in conjunction with any other wine brand through and including November 10, 2015. Selected Storyteller grants Sponsor the right to use, reproduce and/or republish Assets created in conjunction with the DaVinci Storyteller Experience, as well as any other information Sponsor may choose, for any purposes whatsoever, including without limitation, for any advertising and promotional purposes in any medium (whether now or hereafter known) throughout the world, including but not limited to Sponsor's marketing/promotional materials, website and social media platforms, in perpetuity and without additional permission, review or approval or compensation or payment to the DaVinci Storyteller Experience Selected Storyteller, except where prohibited by law.

Assets submitted by each Selected Storyteller must not feature any subject matter related to pornography, the promotion of tobacco or illegal drugs, firearms or other weapons, any unlawful activity, hateful content of any kind (including racism, sexism, or bigotry), activities that promote hatred or harm to another human being, promote a political or religious agenda, or that communicate a message or image inconsistent with the positive images and/or good will of the DaVinci brand with which the Sponsor wishes to be associated, as determined by Sponsor in its sole discretion, and will be not be allowed.

Each Selected Storyteller represents and warrants that: (i) it will fulfill its Requirements in a competent and professional manner and will post only to those social media sites that have been approved in writing by Sponsor; (ii) Selected Storyteller shall not post any content to its social networking sites that would defame, misrepresent or disparage Sponsor and its brands or products, or any third party brands or products competitive to Sponsor, in any way or manner; (iii) Selected Storyteller will include only original work in the Assets and will obtain rights to any third party intellectual property, including music, incorporated in the Assets; (iv) Selected Storyteller shall not post any content to its social networking properties pertaining to the DaVinci Storyteller Experience, Sponsor and/or Sponsor's brands or products which is, in whole or in part, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous or obscene; (v) Selected Storyteller shall

not post any content to its social networking properties pertaining to the DaVinci Storyteller Experience, Sponsor and/or Sponsor's brands or products which violates the privacy or publicity rights, contract rights, intellectual property or any other rights of any person or entity; (vi) the content posted by Selected Storyteller to its social networking properties pertaining to the DaVinci Storyteller Experience will reflect Selected Storyteller's honest opinions, findings, beliefs or experiences with respect to the Sponsor, its brands and/or products and will not contain any statements or representations about Sponsor, its brands and/or products which are not true or are misleading or deceptive; (vii) content posted to Selected Storyteller's social networking properties which pertains to the DaVinci Storyteller Experience shall comply with all applicable laws, rules and regulations, and comply in all aspects with the Wine Institute's Code of Advertising Standards and the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising; and (viii) Selected Storyteller's followers/audience on the social networking properties on which Selected Storyteller posts content pertaining to the DaVinci Storyteller Experience are comprised of at least 71.6% individuals who are 21 years of age or older. Each Selected Storyteller hereby agrees to indemnify and hold Sponsor and its Related Entities and Facebook and their respective successors, assigns, employees, officers and directors harmless from and against any and all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any representation or warrant of Selected Storyteller hereunder. Selected Storytellers acknowledges that any post it uploads to its social media sites must be posted in accordance with the applicable social media site's terms and conditions, and will be subject to the rules and grants of rights therein.

**8. CODE OF CONDUCT:** Selected Storytellers must be of good moral character, must have not been convicted of a felony crime, or convicted of a moving violation of any kind involving personal injury, drugs or alcohol, within the 10-year period prior to September 20, 2014, and must have nothing in their background that would be an embarrassment to Sponsor as determined by Sponsor in its sole discretion. Should Selected Storyteller engage in behavior that violates the foregoing (as determined in accordance with Sponsor's sole discretion) before or after winning the Trip, Sponsor reserves the right to disqualify the Selected Storyteller and Selected Storyteller will forfeit all rights to the Trip and will receive no compensation in lieu of the Trip. The Trip will be conducted under the supervision of Sponsor and Sponsor-designated representatives whose decisions are final and binding in all aspects relating to the Trip. By participating in Trip, each Selected Storyteller agrees that he/she will act in a manner that is safe and respectful of the other participating Selected Storytellers, the public at large, Sponsor, and Sponsor-designated representatives. If a Selected Storyteller needs to leave the Trip under emergency circumstances, that Selected Storyteller will be disqualified and will forfeit all rights to the remainder of the Trip and will receive no compensation in lieu of the remainder of the Trip. If a Selected Storyteller leaves on his/her own accord, or cannot fulfill the obligations of Trip, that Selected Storyteller will be disqualified and will forfeit all rights to the remainder of the Trip and will receive no compensation in lieu of the remainder of the Trip. A Selected Storyteller may be disqualified at the sole discretion of the Sponsor and Sponsor-designated representatives for any reason at any time if the Selected Storyteller creates an unauthorized disturbance, interrupts or engages in unnecessarily rough physical contact with any individual, interferes with another Selected Storyteller's ability to participate legitimately in the Trip,

or engages in any unhealthy, unsafe, or inappropriate act, as determined by Sponsor or Sponsor-designated representatives in their sole discretion. Any act or alleged act performed or allegedly performed by a Selected Storyteller defined by Federal, Provincial, State or Local statute or ordinance as constituting a criminal act will result in the disqualification of the Selected Storyteller and ejection from the Trip. If a Selected Storyteller is ejected from the Trip, the Selected Storyteller will forfeit all rights to the remainder of the Trip and will receive no compensation in lieu of the remainder of the Trip. Any Selected Storyteller who becomes disqualified during the Trip, may be solely responsible for any and all ground or air transportation and lodging required to return to his/her permanent residence. In the event of an evacuation of any area for an emergency situation or for the safety of the Selected Storytellers the Sponsor and Sponsor-designated representatives may elect in their sole discretion to alter the course of the Trip.

**9. INTERNET:** If for any reason the DaVinci Storyteller Experience is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor or Related Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the DaVinci Storyteller Experience, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Application process, and to cancel, terminate, modify or suspend the DaVinci Storyteller Experience. The Sponsor assumes 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, Applications. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Application to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in the DaVinci Storyteller Experience or downloading any materials in the DaVinci Storyteller Experience. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DAVINCI STORYTELLER EXPERIENCE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity or eligibility of any Application based on an e-mail address, the Application will be declared made by the "Authorized Account Holder" of the e-mail address submitted at time of Application. "Authorized Account Holder" is defined as the natural person, 25 years of age or older, who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain or number associated with the submitted e-mail address. The use of automated devices is not valid for Application. Any Application that is submitted with the use of an automated device will be void and disqualified.

**10. GENERAL:** Eligibility, age and claim by Selected Storytellers are subject to verification. Sponsor is not responsible for fraudulent calls or e-mails made to entrants not by Sponsor. Limit one (1) Trip per household. By participating in the DaVinci Storyteller Experience and/or accepting a Trip, each Applicant: (a) agrees to be bound by these Terms and Conditions; (b) agrees to release, discharge, indemnify, and hold harmless the Sponsor and the Related Entities and Facebook, and vendors or Trip providers that may be associated with this Contest, and the respective officers and employees of these entities from and against all liability, claims, action, or proceedings relating to participation in the DaVinci Storyteller Experience and from injuries or damages or losses to any person or property of any kind resulting in whole or in any part, directly or indirectly, from participation in this contest or relating to acceptance or use of the Trip or any Trip-related activity, or claims based on publicity rights, defamation or invasion of privacy, copyright infringement, trademark infringement or infringement of any other intellectual property right; and (c) agrees to share customer information contained in their Application in accordance with Sponsor's privacy policy. Each Selected Storyteller must agree to (a) consent to Sponsor's use of his/her name, city and state of residence, voice, picture, likeness, biographical information, Application (and all content therein), and Trip details for editorial, publicity, advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law; (b) agree to participate in any and all publicity and promotional activities (except where prohibited) in connection with the DaVinci Storyteller Experience as designated by Sponsor; and (c) permit Sponsor to use such videotape and photographs, as well as other information about the DaVinci Storyteller Experience that Sponsor may choose, for any purposes whatsoever, including without limitation for any advertising and promotional purposes in any medium (whether now or hereafter known) throughout the world in perpetuity without additional permission, review, approval, compensation or payment to the DaVinci Storyteller Experience Selected Storyteller, except where prohibited by law. Sponsor reserves the right, in its sole discretion, to cancel, delay, postpone or otherwise modify the Trip or any portion thereof, by reason of a force majeure or other cause beyond Sponsor's control and, by applying to participate in the DaVinci Storyteller Experience, Applicants understand and agree that Sponsor shall assume no responsibility or liability for any such cancellation, delay, postponement or other modification of the Trip or any portion thereof.

**11. LIST OF SELECTED STORYTELLERS/TERMS AND CONDITIONS:** To receive the names of the DaVinci Storyteller Experience Selected Storytellers (available after August 7, 2014), or a copy of the Terms and Conditions, send a self-addressed, stamped #10 envelope to: DaVinci Storyteller Experience, c/o FleishmanHillard, 500 Capitol Mall, Suite 1850, Sacramento, CA 95814. Please specify "Terms and Conditions" or "Selected Storytellers List" on the outer mailing envelope. Your request must be sent so that it is received by October 31, 2014.

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