1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. These official rules (the “Rules”) govern the Cornell University Grape Naming Contest (the “Contest”).

2. Sponsors: (a) Cornell University having an address at 395 Pine Tree Road, Suite 310 Ithaca, New York 14850 (“Primary Sponsor”); (b) Double A Vineyards, L.L.C., having an address at 10277 Christy Road, Fredonia, New York 14063 (“Partner Sponsor”) (the Primary Sponsor and Partner Sponsor are referred to collectively herein as “Contest Sponsors”).

3. Contest Description and Term: Entrants may submit one (1) name for consideration as a trademark to be used in connection with a new grape varietal being developed by Primary Sponsor. The Contest begins at 12:01 AM ET on June 19, 2017 and ends at 11:59 PM ET July 31, 2017 (the “Contest Period”).

4. Eligibility: The Contest is limited to the United States. Participants must be legal residents of the United States and 18 years of age or older at the time of entry. Failure to satisfy these eligibility requirements, or providing incomplete, inaccurate, or ineligible entries or entry forms, or failure to comply with the Rules, will result in an invalid entry; such entries may be voided at the sole discretion of Primary Sponsor. All winning entries are subject to verification by Primary Sponsor, or its representatives or designees. Employees, officers, directors, owners, and agents of Contest Sponsors, or any advertising/promotional agencies, and their respective parents, affiliates, and subsidiaries, and the members of such individuals’ immediate families (whether biological, adoptive, step, or in-law) or those persons living in the same household of such individuals are ineligible to enter or win. All federal, state, and local laws and regulations apply.

5. How to Enter: Entrant must register for the Contest: (a) at the Contest website, https://hort.cals.cornell.edu/content/name-grape (the “Contest Website”); (b) by sending a postcard or letter to: Cornell University, 395 Pine Tree Road, Suite 310 Ithaca, New York 14850 Attention: Cornell University Grape Naming Contest; or (c) by sending an email to nameit@cornell.edu. Whether entering by Internet, mail, or email, entrants must follow the entry instructions provided at the Contest Website, and complete and submit all required information, including, without limitation, their name, telephone number, mailing address, email address, date of birth, the proposed name, and the statement: “I have read and accept the Official Rules of the Cornell University Grape Naming Contest.”

6. Participation: Limit one entry per person, and, where applicable, one prize per winner and runner up. Multiple entries by the same entrant will be treated as one and the same entry, and will not increase chances of winning. Entrants may not use the same email address for multiple entrants. Any attempt by any entrant to submit more than one entry form by using multiple/different email addresses, identities, registrations, logins, or any other methods will void all such entries, and that entrant may be disqualified from the Contest at Primary Sponsor’s discretion. By submitting an entry form, entrant agrees that the information provided is accurate and complete. By participating in the Contest, entrant fully and unconditionally accepts and agrees to be bound by these Rules and the decisions of the Contest Sponsors, which are final and binding in all matters related to the Contest.

7. Prize: The entrant that submits the winning name submission, if Primary Sponsor decides in its discretion to select one, will receive one hundred dollars ($100.00 (USD)) from Partner Sponsor (payable
by cash or check at Partner Sponsor’s discretion), plus a padfolio, pen, and a cutting board from Primary Sponsor with an approximate retail value of USD$ 173.50. The second place runner up, if Primary Sponsor decides in its discretion to select one, will receive fifty dollars ($50.00 (USD)) from Partner Sponsor (payable by cash or check at Partner Sponsor’s discretion), plus a padfolio, pen, and an apron from Primary Sponsor with an approximate retail value of USD$88.50. The third place runner up, if Primary Sponsor decides in its discretion to select one, will receive twenty-five dollars ($25.00 (USD)) from Partner Sponsor (payable by cash or check at Partner Sponsor’s discretion), plus a padfolio, pen, and a mug from Primary Sponsor with an approximate retail value of USD$51.50. The prizes will be awarded within thirty (30) days from the date of satisfaction by winner and runners up of the conditions for winning provided in these Rules. All costs and expenses that are not specifically listed as part of the prize in the Rules and that may be incurred in entering the Contest, or receiving or using the prize, including all taxes, are solely the responsibility of the winner and runners up.

8. Winner Selection, Notification, and Verification: After the close of the Contest Period, one (1) eligible entry will be selected as the winner, second place runner up, and third place runner up at the sole discretion of Primary Sponsor or its representatives or designees. Primary Sponsor reserves the right to select no winner and no runners up if there are no suitable entries. Primary Sponsor will have the right to seek public comment on the entries, and to perform any applicable trademark clearance searches, name availability searches, or other assessments of the name and its availability prior to rendering a final decision on any potential winning entry. The winning entrant and runners up will be notified by phone or email using the contact information provided during Contest entry. Decisions as to the selection of the winner and runners up are final and binding in all matters, and will be announced to the public primarily via the Contest Website, as well as other advertising and promotional means selected by Primary Sponsor. The winner and runners up may be required to sign and return to Primary Sponsor a Winner/Runner Up Agreement and Affidavit (the “Affidavit”) and a Form W-9 within seven (7) days of the date of attempted notification as a condition to accepting any prize.

If a winner or runner up cannot be contacted, does not respond to attempted notification within two (2) days, does not claim the prize, does not complete and return the Affidavit to Primary Sponsor within the required time period, or does not satisfy any other conditions of the Rules, then Primary Sponsor may, in its sole discretion, disqualify the winner or runner up, retain the prize, and/or select a replacement winning or runner up entry. Primary Sponsor is not obligated to select a replacement winning or runner up entry. Failure of a winning or runner up entrant to respond to notification, or to claim a prize, or to otherwise satisfy other conditions of the Rules, does not prevent Primary Sponsor from owning and using the name submitted by such entrant.

Primary Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner.

9. Contest Rules and Odds of Winning. At all times, Primary Sponsor reserves the right to amend or replace the Rules and any other aspects of the Contest, in its sole discretion and without advance notice, including, without limitation, the right to cancel, suspend and/or lengthen the Contest. A copy of these Rules, as may be amended, updated, or modified from time to time in Primary Sponsor’s sole discretion, is available at the Contest Website. Primary Sponsor’s failure to enforce any term or provision of these Rules shall not constitute a waiver of any rights arising under that term or provision. The odds of winning are dependent upon the number and quality of eligible entries received for the Contest.
10. **Name Submission Rules:** Each entrant represents and warrants to the Contest Sponsors, and each party authorized by Contest Sponsors, that: (i) it has the full right and authority to enter, and to submit the name in connection with, this Contest; and (ii) the name submitted for consideration by such entrant (a) does not infringe any rights of any third party, (b) has not been submitted in any other contest nor won any prior awards, and (c) is not disparaging, derogatory, immoral, scandalous, or otherwise offensive. At Primary Sponsor’s option, breach of these representations and warranties may result in disqualification.

11. **Intellectual Property:** In return for entering and participating in the Contest and the possibility of winning a prize, entrant hereby transfers and assigns to Primary Sponsor all rights, including but not limited to all trademark rights and copyrights, on a worldwide basis, in and to the proposed name submitted by entrant in connection with the Contest (the “Proposed Name”). Such transfer and assignment of rights includes, without limitation, the right to secure registrations and renewals for trademarks in, for or related to the Proposed Name, any and all goodwill and common law rights related to the Proposed Name, and the right to sue for past, present or future infringements of or related to the Proposed Name and to recover damages therefor. Entrant will execute, without further assurances or consideration, all additional documents necessary to confirm the Primary Sponsor’s ownership of all copyrights, trademark rights, and all other intellectual and proprietary rights relating to the Proposed Name, and to obtain for Primary Sponsor any transfer, registration or renewal of any such rights, worldwide. Entrant agrees that Primary Sponsor may use, edit, publish, promote, register, and transfer the Proposed Name and all rights therein without restriction and entrant will not receive any compensation from Contest Sponsors except the Contest prize if entrant is the winner or a runner up.

12. **Right of Publicity Release:** Entrant grants to Contest Sponsors and those acting under Contest Sponsors’ authority, and each of their respective designees, the right to use his/her name, photograph, likeness, voice, image, statements, and biographical and prize information (the “Released Information”) for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet, without review, notification or approval, or additional compensation or consideration of any kind, unless prohibited by law.

13. **OTHER RELEASES; LIMITATION OF LIABILITY:** By entering the Contest, entrant agrees to and hereby does release, indemnify, and hold harmless Contest Sponsors, their subsidiaries and affiliates, and each of their respective owners, officers, directors, employees, shareholders, agents, successors and assigns (“Released Parties”) from and against all claims or causes of action of any kind whatsoever arising out of or resulting from, in whole or in part, or directly or indirectly, the Contest, whether or not caused by the negligence of the Released Parties. Without limiting the generality of the preceding sentence, the Released Parties are not responsible for and are released from all liability resulting from or related to all claims or causes of action related to: (i) entrant’s participation in the Contest; (ii) entrant’s selection as a winner or runner up; (iii) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (iv) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (v) unauthorized human intervention in any part of the entry process or the Contest; (vi) technical or human error which may occur in the administration of the Contest or the processing of entries; (vii) late, lost, unde-liverable, damaged, or stolen mail or entries; (viii) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest; (ix) directly or indirectly, the prize and the acceptance and use of such prize; and (x) Contest Sponsors’ permitted use of Released Information. Except where prohibited, entrant agrees that any and all claims,
judgments and awards in entrant’s favor related in any manner to the Contest or any Contest prize will be limited to actual out-of-pocket costs incurred by entrant, including costs associated with entering the Contest, but in no event including attorneys’ fees, and under no circumstances will entrant be entitled 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.

14. Taxes and Substitution; Other Restrictions. All federal, state, local or other tax liabilities arising from this Contest are the sole responsibility of the winner and runners up, respectively, and the winner and runners up may receive an IRS Form 1099 for the retail value of the prize. No substitution of prize is offered or permitted, except at the sole discretion of the Contest Sponsors. No transfer of prize is permitted. Unclaimed prizes will not be awarded and will be retained by Contest Sponsors. If a prize, or any portion thereof, cannot be awarded for any reason, Contest Sponsors reserve the right to substitute such prize with another prize of equal or greater value.

15. Disputes: Except where prohibited, all entrants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of New York or the appropriate court of the State of New York located in Erie County, New York; (ii) all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and Contest Sponsors in connection with the Contest, will be governed by, and construed in accordance with, the laws of New York without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction).

16. Winner List. For notification of the prize winner and runners up, mail a self-addressed stamped envelope to: Cornell University, 395 Pine Tree Road, Suite 310 Ithaca, New York 14850 Attention: Cornell University Grape Naming Contest. All requests for winner lists must be mailed and received by Primary Sponsor after the winners are announced, but not later than three (3) months after the winners are announced.