The Dreaming Tree Concert Sweepstakes

OFFICIAL RULES - NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT IMPROVE ONE'S CHANCES OF WINNING. Each text message, sent or received, may incur a charge as provided in your rate plan. Standard message and data rates may apply. If you enter via text message, you will receive two text messages in response to your entry. Textmessaging may not be available through all wireless carriers.

ELIGIBILITY: The Dreaming Tree Concert Sweepstakes ("Sweepstakes") is only open to legal residents of the fifty (50) United States and the District of Columbia, who are 21 years of age or older as of the date of entry. Void where prohibited by law. Officers, directors and employees of The Dreaming Tree ("Sponsor"), its affiliates, subsidiaries, licensed alcoholic beverage retailers and wholesalers, and other alcoholic beverage licensees, advertising and production agencies, Votigo Inc. ("Electronic Media Firm"), Irio, Inc. ("Text Administrator"), Sweepstakes Consulting, LLC, and members of their immediate families and those living in the same household are not eligible to participate. All federal, state, and local laws and regulations apply. Prize suppliers, Dave Matthews and Tim Reynolds are not affiliated with the sponsorship, endorsement, approval or responsibility for this Sweepstakes by prize suppliers/Dave Matthews/Tim Reynolds is intended or implied.

TIMING: The Sweepstakes begins at 9:00 am on July 1, 2018 and ends at 11:00 pm on August 31, 2018 ("Sweepstakes Period"). All times are Pacific Time or "PT." Limit of one (1) entry per person or email address per day. For entry limits per day, each day begins at 9:00 am PT and ends at 8:59:59 am PT except for the last day which will end at 11:00 pm PT. Online Administrator's computer is the official time-keeping device for online Sweepstakes entries. Text Administrator's computer is the official time-keeping device for text Sweepstakes entries.

ENTER ONLINE OR VIA TEXT:

ONLINE: Complete and submit the online entry form found at

DreamingTreeWines.com/sweepstakes? ("Sweepstakes Website"). Invite friends and you'll receive one (1) additional entry for every unique friend who enters the Sweepstakes during the Sweepstakes Period as determined by his or her email address. Entrants must be the authorized account holder of the email account from which the entry is made.

<u>TEXT MESSAGE</u>: Using a two-way text-messaging capable device, text "CRUSH" to 47464. Each text message constitutes one (1) Sweepstakes entry. If a potential text-entry winner of any prize cannot be contacted, or fails to complete the fulfillment form within ten (10) days from the time first notified, potential winner forfeits prize. Texting entrants must be the authorized account holder of the account from which the entry is made. Text HELP for help. Entrants who participate by text-messaging will be charged according to their carriers' standard messaging and data rates and entrants should contact their carriers for pricing details. Check your owners' manual for specific text-messaging instructions. Text-messaging may not be available through all wireless carriers. Entries generated by script, macro or other automated or mechanical means will be void. By participating in the Sweepstakes, entrants agree that Sponsor shall have the right to use all personal information provided to Sponsor in accordance with its Privacy Policy. The collection of entry registration information by Sponsor is subject to their privacy policy found at www.cbrands.com. At the time of entry, entrants might be given the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning.

PRIZE and Approximate Retail Value or "ARV": a 2019 trip for winner and one (1) guest to see either the Dave Matthews Band in concert or an Acoustic concert featuring Dave Matthews and Tim Reynolds in either the United States or Mexico. Prize consists of roundtrip coach air transportation for two (2) people from the major U.S. airport closest to winner's residence, two (2) nights double-occupancy hotel accommodations, \$500.00 spending money, a pair of tickets to a concert featuring Dave Matthews (\$500.00 ARV/pair), also a meet and greet opportunity with Dave Matthews dependent on his schedule (\$3,300.00 maximum ARV). Prize does not include alcoholic beverages. A schedule of eligible concert dates should be published by February 15, 2019 to include eligible concerts to be held no later than September 30, 2019. Travel and lodging are subject to space and departure availability and winner must travel on dates specified by Sponsor. Winner and travel companion must travel on the same itinerary and are responsible for providing government issued photo identification in order to travel (passport, visa, drivers license, etc.). Winner and travel companion are solely responsible for all other expenses not specifically set forth herein, including but not limited to meals, transfers between airport and hotel and between hotel and concert, incidentals, surcharges, service charges, personal charges, security fees, departure/airport/customs/agriculture taxes or fees, any other taxes, and souvenirs. Sponsor will not replace any lost, mutilated, or stolen tickets. Terms and conditions of all tickets apply. Specific seat locations will be determined by Sponsor in its sole discretion. Sponsor is not responsible if the concert is delayed, postponed or cancelled for any reason, in which event that part of the prize is forfeited and no substitution will be provided except as in Sponsor's sole discretion. Unused concert tickets will not be valid for future use. Sponsor is not responsible if a portion of the prize is forfeited. Any expenses not mentioned above are the winner's responsibility. No substitution for prize except as may be necessary due to unavailability, in which case a prize of equal or greater value will be awarded, at the Sponsor's sole discretion. Prize is not transferable or redeemable for cash. Taxes are the winner's responsibility. Odds of winning depend on the number of eligible entries received.

WINNER will be selected on or about September 4, 2018 in a random drawing conducted under the supervision of Sweepstakes Consulting, LLC, an independent agency whose decisions are final on all matters relating to the Sweepstakes. Potential winner will be notified by phone or email and required to complete and notarize an Affidavit of Eligibility and Liability/Publicity Release that must be returned within ten (10) days of the date on the notification or an alternate winner will be selected. Winner's travel companion must be a legal U.S. resident age 21 or older and will be required to execute a Liability/Publicity Release prior to issuance of travel documents. As required by law, for any prize \$600 and over, the Prize Winner is required to furnish his or her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service. A 1099 Miscellaneous Tax Form will be issued to the winner for the actual value of the Prize for the tax year when the trip was taken. Any prize notification or prize returned as undeliverable will be awarded to an alternate winner. Prize acceptance constitutes permission (except where prohibited) to use winner's name, photographs, and likeness for advertising and publicity purposes without additional compensation.

GENERAL TERMS: Entrants agree to be bound by these Official Rules. Participants, by participating in this Sweepstakes, hereby waive and release, and agree to hold harmless the Sponsor, its subsidiaries, affiliates, advertising and promotion agencies, Electronic Media Firm, Text Administrator, Sweepstakes Consulting, LLC, and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause of thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of, or inability to use a prize in the Sweepstakes, or their participation in the Sweepstakes, or their participation in any Sweepstakes or prize related activity, or any travel related to the Sweepstakes, or any travel for any prize related activity. Sponsor and its agents are not responsible for lost, late, misdirected, damaged, incomplete or illegible entries or Internet technical, hardware, software, telephone, or transmission failures of any kind, which may limit a person's ability to enter the Sweepstakes. Proof of entry, such as a copy of "Thank You" page, does not confirm actual receipt by Sponsor. Sponsor and its agents are not responsible for any injury or damage to entrants' or any other person's computer related to or resulting from entering or downloading any materials in the Sweepstakes. Sponsor reserves the right to cancel or suspend advertising the Sweepstakes on the Internet should a computer virus, unauthorized intervention or other cause corrupt the integrity or proper conduct of the Sweepstakes. Sponsor reserves the right to terminate or modify the Sweepstakes or text or online portion thereof, if, at any time, Sponsor's phone and/or online service is no longer available or compromised by any virus, bug, or other intervention beyond Sponsor's control. Sponsor reserves the right to disgualify any entrant found to be disrupting the operation of the Sweepstakes or its web site or to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If the integrity of the Internet portion of the Sweepstakes is compromised in any manner, Sponsor reserves the right to modify Sweepstakes and randomly select a winner from valid entries received that are unaffected by the problem. Only the advertised number of prizes will be awarded. In the event that production, technical or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, eligible prize claims. In the event of a dispute as to the identity of any online or text entrant, entrant will be deemed the individual identified on the online entry form or phone account. No transfer or assignment of entries is permitted. Entries become the sole property of the Sponsor. In the event there is a discrepancy or inconsistency between statements contained in any Sweepstakes-related materials, and terms and conditions stated in the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. All issues and questions concerning these Official Rules, or the rights

and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York State, without giving effect to any choice of law or conflict of law rules (whether of New York State or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York State.

WINNER'S LIST: For the winner's name, send a self-addressed stamped envelope to: The Dreaming Tree Concert Winner's List, PO Box 25309, Rochester, NY 14625-0309.

SPONSOR: The Dreaming Tree, Geyserville, CA.