

Legal Disclaimer (for POS, FSI, TV, etc.)

No purchase necessary. Void where prohibited. The Hess Collection Be Selective Sweepstakes is sponsored by The Hess Collection. Open to legal residents of the following U.S.: TX, IA, WI, MN and IL, who are 21 or older. Begins 3/1/18 at 12:00 a.m. ET; ends 4/30/18 at 11:59 p.m. ET. For Official Rules, visit Hessselectsweepstakes.com.

The Hess Collection Be Selective Sweepstakes Official Rules

No purchase necessary to enter or win. A purchase does not increase your chances of winning. The Hess Collection Be Selective Sweepstakes is sponsored by The Hess Collection Open to legal residents of the following U.S.: TX, IA, WI, MN and IL who are 21 or older. Void where prohibited. Begins March 1, 2018 at 12:00 a.m. ET; ends April 30, 2018 at 11:59 p.m. ET.

1. Sweepstakes Period: The Hess Collection Be Selective Sweepstakes (the "**Sweepstakes**") begins at 12:00 a.m. ET Eastern Time ("ET") on March 1, 2018 and ends at 11:59 p.m. ET on April 30, 2018 ("**Sweepstakes Period**").

2. Eligibility: The Sweepstakes is open to residents of the following U.S.: TX, IA, WI, MN and IL, who are 21 or older as of date of entry. Void where prohibited, taxed, or restricted by law. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within one of the eligible states. Employees, officers, and directors of The Hess Collection ("**Sponsor**"), Votigo, Inc. ("**Administrator**"), and any of their respective parents, affiliates, subsidiaries, dealers, mandataries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household (whether or not related) of such employees, officers, and directors are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners. All federal, state, and local laws and regulations apply.

3. Sponsor/Administrator: The Sweepstakes is sponsored by The Hess Collection 4411 Redwood Rd., Napa, CA 94558. The Sweepstakes is administered by Votigo, Inc., 1630 30th St., STE A #593, Boulder, CO 80301.

4. How to Enter: There is NO PURCHASE NECESSARY to participate. A purchase does not increase your chances of winning. During the Sweepstakes Period, visit Hessselectsweepstakes.com (the "**Website**") and follow the instructions to complete all required fields of the on-screen registration form. Also, on the registration form select the state in which you are a resident as well as the Retail Chain in which you are a patron. The state in which you are a resident and which you select will determine which Sweepstakes drawing you will receive (1) entry into. Limit one (1) Entry per person/email address per day. You may only enter for the state in which you are currently a resident.

No information regarding Entries, other than as otherwise set forth in these Official Rules, will be disclosed. Entries must be received during the Sweepstakes Period. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Use of any automated or computer

system to participate is prohibited and will result in disqualification. Normal Internet access and usage charges imposed by your online service may apply. If entering via mobile device, normal phone/data and usage charges imposed by your phone service may apply.

5. Selection of winners: On or about May 1, 2018, Administrator will select winners in a random drawing from among all eligible Entries received. All potential winners will be notified of their selection via email. The odds of winning a Prize are based on the number of eligible Entries received for each state. Limit one Prize per person/household.

Potential Prize winners will be required to provide a valid mailing address within seven (7) days of being notified in order to claim his/her prize. If a potential winner cannot be contacted via email after the first attempt to contact him/her or if a potential Prize winner fails to provide a valid mailing address within the required time period, that potential winner will be deemed to have forfeited the prize, and Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible Entries for the applicable drawing.

Potential winners are subject to verification by Sponsor and/or Administrator, whose decisions are final AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. An entrant is not a winner of a prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

6. Prizes and Approximate Retail Values (the “ARV”):

State	Store	Prize	# of Winners	ARV
Texas	Tom Thumb	\$100 gift card	10	US\$100
Texas	Randall's	\$100 gift card	10	US\$100
Texas	United Market	\$100 gift card	8	US\$100
Iowa	Hy-Vee	\$100 gift card	10	US\$100
Wisconsin	Hy-Vee	\$100 gift card	3	US\$100
Wisconsin	Festival Foods	\$100 gift card	5	US\$100
Wisconsin	Roundy's	\$100 gift card	5	US\$100
Minnesota	Cub Foods	\$100 gift card	3	US\$100
Illinois	Mariano's	\$100 gift card	10	US\$100
Illinois	Jewel Osco	\$100 gift card	10	US\$100

The ARV of all prizes is \$7,400.

Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. Grand Prize and any of the above listed components may not be sold, traded, transferred, refunded, substituted, commissioned or redeemed for cash value.

By entering this Sweepstakes and accepting the Grand Prize, the Grand Prize winner and his/her guest agree to maintain his or her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Sweepstakes or prize-related activity. Sponsor reserves the right to terminate attendance to any prize-related activity or event, in whole or in part, and send winner and his/her guest home with no further compensation, in the event a winner or his/her guest engages in behavior that: is obnoxious, threatening, or illegal; is intended to annoy, abuse, threaten or harass any other person; is uncooperative or disruptive; may or does cause damage to person, property, or the reputation of Sponsor; or otherwise violates the policies of the prize providers; all as determined by Sponsor in Sponsor's sole discretion.

In such a case, the winner will still be solely responsible for all taxes and other expenses related to the prize and responsible for the costs of removal from use of the prize and any related damages, losses, or expenses.

Any and all applicable federal, state and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the sole responsibility of the individual prize winner.

7. General Conditions: Sponsor reserve the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, virus, bugs, non-authorized human intervention or any other factor beyond Sponsor's reasonable control impairs the integrity, administration, security, fairness, proper conduct or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion and in the event of cancellation, Prizes will be awarded in a random drawing from among all eligible Entries received prior to cancellation. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems or other communications malfunctions, errors or failures of any kind; web site, Internet, or ISP availability, computer or software malfunctions or damage to a user's computer equipment (software or hardware) including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes; technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of submission of an Entry will not be deemed proof of receipt by Sponsor or Administrator. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting: to tamper with or undermine the entry process and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect Entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prizes at random from among the eligible, non-suspect Entries received each to the time of the impairment.

8. Release and Limitations of Liability: By participating in this Sweepstakes, entrants agree that Sponsor, Administrator and each of their affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; or (5) 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 Sweepstakes or receipt or use or misuse of a prize. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS

AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY AND ALL LIABILITY FOR: (A) ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO ANY PERSON, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AS WELL AS PERSONAL INJURY OR DEATH, OR TO ANY PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, PREPARATION FOR, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY; OR (B) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANTS FURTHER AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF THE TWITTER WEB SITE OR ANY OTHER ENTRY MECHANISM OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, THE TWITTER PLATFORM AND THE PRIZE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. Publicity. Except where prohibited by law, winners grant to sponsor and those acting pursuant to its authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winners' names, portraits, pictures, voices, likenesses, Entries and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name) without additional consideration, compensation, permission, or notification. Entrants agree that Sponsor shall own the Entries, which will not be acknowledged or returned, and that Sponsor and its designees shall have the perpetual, worldwide right to edit, publish, and use the Entries in any way and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration to entrants or any third party.

10. Disputes. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes (excluding any and all disputes, claims and causes of action arising out of or connected with the prize awarded in the Sweepstakes or the use or misuse thereof) shall be resolved individually, without resort to any form of class action, and exclusively by the courts located in California; (2) any and all disputes, claims and causes of action arising out of or connected with the prizes awarded in the Sweepstakes or the use or misuse thereof shall be resolved individually, without resort to any form of class action, and exclusively by the courts located in California; (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, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

11. Privacy: Sponsor will be collecting personal data from entrants in accordance with its Privacy Policy, which can be found at Hesselectsweepstakes.com. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. Winners List: For the names of the winners, available after June 15, 2018, for a period of at least 30 days, send an email to support@votigo.com.