

Official Rules
[yellow tail]® wine [tail]™ Contest (the “Promotion”)
No Purchase Necessary. Must be 21 years of age or older to enter. Internet connection required.

wine [tail]™: \ˈwīn-,tāl\ noun

1: a deliciously flavorful drink made with [yellow tail]® wine

2: a new & innovative drink offering

ENTRY: Promotion begins at approximately 12:00AM Eastern Standard Time (EST) on 4/1/2010 and ends at 11:59PM EST on 5/2/2010 (the “Promotion Period”) To enter, visit www.winetailcontest.com, complete the online entry form in its entirety, and submit. No purchase necessary but an internet connection is required to enter. The use of automated entry devices of any kind is prohibited. Competitors are limited to one (1) entry during the Promotion Period. No group submissions or collaborations are permitted. In the event of a dispute as to the identity or eligibility of an Entrant, the submission will be declared made by the authorized account holder of the e-mail address used to enter the Promotion who will be determined as the natural person twenty-one (21) years of age or older who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization. Neither Sponsor nor any of its affiliates are liable for any disputes between collaborators related to a submission. Sponsor is not responsible for entries that are not received due to technical or transmission difficulties. All entries become the property of the Sponsor and will not be returned.

ELIGIBILITY: Promotion open only to legal US residents excluding residents of Alaska, Hawaii, California and Tennessee who are 21 years of age or older at time of entry. Employees of iMi Agency (the “Sponsor”), W.J. Deutsch & Sons, Ltd., Sponsor’s advertising/promotion agencies, any advertising/public relations company working with an alcoholic beverage product, and their respective parent companies, affiliates, subsidiaries, agencies, and employees, their immediate family members (parents, children, siblings, spouse) and members of the respective households of these entities (whether related or not) are ineligible to participate in this Promotion. Employees of retail and wholesale alcoholic beverage licensees are eligible to enter provided such employee does not hold a state or federal alcoholic beverage license.

DESCRIPTION OF COMPETITION: Round 1. Entrants will create and submit a new wine [tail]™ cocktail recipe using one or more of the following specific [yellow tail]® wines: *Sparkling White Wine, Sparkling Rose, Pinot Grigio, Riesling, Sauvignon Blanc, Chardonnay, Rose, Shiraz-Grenache, Cabernet-Merlot, Shiraz-Cabernet, Merlot, Cabernet Sauvignon and/or Shiraz.* Wine [tail]™ recipes are to include precise amounts of ingredients, garnishes, ideal glassware, preparation instructions, and suggestions for appropriate food pairings with the new cocktail. Each submission must include a digital photograph of the finished wine [tail]™ cocktail in JPEG format with a minimum resolution of 300 dpi not to exceed 5 MB in size. **Round 1 Judging.** On or around April 26, 2010, all eligible entries will be judged according to the following criteria: Originality/Creativity: 0-10 points; Visual appeal of the wine [tail]™: 0-10 points; Balance of flavors and taste: 0-15 points. In the event of a tie, tied entries will be re-judged based on the creativity and originality of the wine [tail]™ cocktail: 0-20 points. The twelve (12) entries receiving the highest scores at the conclusion of judging (“Semi-Finalists”) will advance to Round 2 of the Promotion. Semi-Finalists will be notified via phone, email, US Mail, or some other form of home delivery within five (5) days judging. **Round 2.** A Semi-Final contest will be held in New York City on May 17, 2010. For the Round 2 contest, Sponsor will provide all alcohol, a variety of juices, a selection of garnishes, tools, mixers, and glassware. Any special items, including juices, garnishes, glassware, or home made ingredients, may be brought by the Semi-Finalist but must be approved by the Sponsor prior to commencement of the contest. Semi-Finalists will be permitted to utilize personal mixing tools if desired. All other expenses incurred to attend and participate in the Round 2 contest including, but not limited to, all transportation, food, and hotel accommodations, are not included and are the sole responsibility of the Semi-Finalist. During the Semi-Final Contest, which will be 10-15 minute timed event, Semi-Finalists will (i) re-create their wine [tail

]™ cocktail before a panel of judges, (ii) prepare a separate spirit based cocktail before a panel of judges making use of Luksusowa vodka, Landy Cognac and/or Villa Massa limoncello products and (iii) answer questions on ingredients being used, wine cocktails in general, methods of alcohol distillation, and the history of classic cocktails while demonstrating all-around professionalism and bartender skills (“Knowledge and Skills”). **Round 2 Judging.** Semi-Finalists will be judged according to the following criteria: **(1) Creation of wine [tail]™ cocktail:** (i) Visual appeal of the wine [tail]: (0-5 points), (ii) Balance of flavors and taste: (0-10 points), (iii) Creativity/Originality: (0-10 points), and (iv) Inventive use of [yellow tail]® wine: (0-10 points); **(2) Creation of the spirit based cocktail:** (i) Visual appeal of the spirit based cocktail (0-5 points), (ii) Balance of flavors and taste: (0-10 points), (iii) Creativity/Originality: (0-10 points), and (iv) Inventive use of the base spirit(s): (0-10 points); **(3) Knowledge and Skills:** (i) Abilities under pressure (0-10 points), (ii) Knowledge of spirits categories (0-10 points), and (iii) Knowledge of cocktails, their principles and their history. (0-10 points). In the event of a tie, tied entries will be re-judged based on the creativity and originality of the wine [tail]™ cocktail: 0-20 points. The six (6) entries receiving the highest scores at the conclusion of judging (“Finalists”) will advance to Round 3 of the Promotion. Finalists will be selected at the conclusion of the Round 2 contest. **Round 3.** A Finals Contest will be held at the Tales of the Cocktail in New Orleans, Louisiana on July 24, 2010. For the Finals Contest, Sponsor will provide all alcohol, a variety of juices, a selection of garnishes, tools, mixers, and glassware. Any special items, including juices, garnishes, glassware, or home made ingredients, may be brought by the Finalist but must be approved by the Sponsor prior to commencement of the contest. Finalists will be permitted to utilize personal mixing tools if desired. During the Finals Contest, which will be a 10-15 minute timed event. Finalists will (i) re-create their wine [tail]™ cocktail in person before a panel of judges, (ii) prepare a spirit based cocktail before a panel of judges making use of alcoholic products specified at the time by the judges, (iii) answer questions on ingredients being used, wine cocktails in general, methods of alcohol distillation, and the history of classic cocktails while demonstrating all-around professionalism and bartender skills (“Knowledge and Skills”). **Round 3 Judging.** Finalists will be judged according to the following criteria: **(1) Creation of wine [tail]™ cocktail:** (i) Visual appeal of the wine [tail]: (0-5 points), (ii) Balance of flavors and taste: (0-10 points), (iii) Creativity/Originality: (0-10 points), and (iv) Inventive use of [yellow tail]® wine: (0-10 points); **(2) Creation of the spirit based cocktail:** (i) Visual appeal of the spirit based cocktail (0-5 points), (ii) Balance of flavors and taste: (0-10 points), (iii) Creativity/Originality: (0-10 points), and (iv) Inventive use of the base spirit(s): (0-10 points); **(3) Knowledge and Skills:** (i) Abilities under pressure (0-10 points), (ii) Knowledge of spirits categories (0-10 points), and (iii) Knowledge of cocktails, their principles and their history. (0-10 points). In the event of a tie, tied entries will be re-judged based on the creativity and originality of the wine [tail]™ cocktail: 1-15 points. The Finalists receiving the top three highest scores at the conclusion of judging will be selected as the First Prize, Second Prize and Third Prize winners. Each Finalist shall be provided with standard airfare to and from the Finals Contest originating at the major international airport closest to the Finalist’s residence, and one-night standard hotel accommodations on July 23, 2010. All other expenses incurred to attend and participate in the Finals Contest including, but not limited to, transportation to/from airports and hotel, food, and personal expenses are not included and are the sole responsibility of the Finalist.

PRIZES: There will be one (1) First Prize package (the “First Prize”) awarded to the First Prize Winner consisting of a Trip for two to Sidney, Australia to include (i) standard round-trip airfare for the First Prize Winner and Guest (“Guest”) from the major international airport closest to the Winner’s residence to Sidney, Australia, and (ii) six (6) nights hotel accommodations (based on one room double occupancy) at a 4-star hotel. The Approximate Retail Value (“ARV”) of the First Prize is \$6,000.00 but will vary depending on the location of the First Prize Winner’s residence. All other expenses not expressly stated including but not limited to, passports, transportation to/from airports and hotel, food, activities, and personal expenses are not included as part of the First Prize and are the sole responsibility of the First Prize Winner. There will be one (1) Second Prize consisting of \$1,000 cash awarded to the

Second Prize Winner. The ARV of the Second Prize is \$1,000. There will be one (1) Third Prize consisting of \$500 cash awarded to the Third Prize Winner. The ARV of the Third Prize is \$500.

PRIZE CONDITIONS: The First Prize trip must be taken no later than March 31, 2011. Trip cannot be taken between December 21, 2010, and January 2, 2011. No transfer, sale, assignment or other conveyance (including by online auction) of the First Prize from the First Prize Winner to another person is allowed. No substitution of the First Prize or any component thereof is allowed nor is there a cash value equivalent. Alcohol is not awarded as a specific component of any Prize. If any Winner (i) fails to complete and return any requested documents by the date specified by Sponsor, (ii) is found to be ineligible, (iii) fails to comply with the Official Rules, or (iv), with respect to the First Prize, cannot use the First Prize before the date specified, the Prize will be forfeited. First Prize Winner and Guest must each be 21 years of age or older. Guest has no independent rights to the First Prize or any portion of the Prize. All components of the First Prize must be used at the same time and cannot be deferred for later use. No refunds or value will be provided if any component of the First Prize including, but not limited to airfare, is not or cannot be used, or is otherwise declined. In the event the stated ARV for the First Prize is greater than Sponsor's actual cost, no refund for any difference will be provided. Sponsor, at its sole discretion, reserves the right to substitute the First Prize or any component of the First Prize with a prize of equal or greater value. Guest must travel with the First Prize Winner. First Prize Winner and Guest will be required to sign an Affidavit of Eligibility and Liability/Publicity Release (where permitted), and return same, properly executed, within ten (10) days of receipt. All federal, state and other taxes are the responsibility of the Winners. Sponsor will report the value of Prizes awarded as required by law. Acceptance of a Prize constitutes permission (where permitted) for Sponsor to use Winner's name, photograph, and address (city and state) on a worldwide basis, and in all forms of media, in perpetuity, without notice or further compensation. First Prize Winner and Guest will abide by all rules set forth by any public venue and may be required to sign additional releases related to activities while in Australia. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in regard to the mechanics of the Promotion or the interpretation of these Official Rules. Entrants also agree to release, discharge, indemnify and hold harmless the Sponsor, W.J. Deutsch & Sons, Ltd., their affiliates and respective directors, officers, employees and agents, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize awarded in this Promotion, participation in this Promotion, or from breaching any agreement contained herein. Sponsor is not responsible for cancellations, delays and/or postponements. Sponsor makes no warranty with respect to any component of any Prize. By submitting a wine [tail]™ recipe in this Promotion, Entrant irrevocably grants and conveys to Sponsor and its affiliates, legal representatives, assigns, agents and licensees, full ownership rights to the wine [tail]™ recipe which includes the right to use, reproduce, edit, copy, transmit, publish, translate, broadcast, display, publicly exhibit and otherwise reuse without limitation, the wine [tail]™ recipe, in any and all media (now known or later developed) including, but not limited to, promotional advertising, including the internet., as well as to use Entrant's name, likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participating in the Promotion (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation to, or approval from, the Entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the wine [tail]™ recipe, and agrees not to sue or assert any claim against the Sponsor or W.J. Deutsch & Sons. Ltd., for the use of the wine [tail]™ recipe submitted, or for use of Entrant's likeness or statements. By submitting a wine [tail]™ recipe, Entrant warrants and represents that the wine [tail]™ recipe is original and his/her own work and does not infringe upon any third party's copyright or any other rights. By submitting a wine [tail]™ recipe, Entrant warrants and represents that he/she is the creator of the submitted wine [tail]™ recipe. Entrant agrees to indemnify and hold Sponsor harmless for any claims made to

Sponsor as a result of Entrant breaching any representation, covenant, or warranty made to Sponsor as set forth herein.

LIMITATIONS OF LIABILITY: Promotion is subject to all applicable federal, state and local laws. Any person attempting to defraud or in any way tamper with the mechanics or logistics of the Promotion will be declared ineligible and may be prosecuted. In no event shall Sponsor be liable for: (a) telephone, electronic, hardware or software program, network, Internet or computer malfunction, technical errors or by any human error which may occur in the processing of the Promotion, or the incorrect or inaccurate capture of Promotion entries or other information, or the failure to capture any such information; (b) failed, incomplete, garbled, corrupted or delayed computer transmissions; (c) lost, late, misdirected, incomplete or illegible submissions; or (d) any condition caused by events that may cause the Promotion to be disrupted. If the Promotion is not capable of being conducted as planned for any reason including, without limitation, tampering, intervention, fraud, technical failures, or any other reason which corrupts, affects, or compromises the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to terminate the applicable Round at such time, and select Semi-Finalists or Finalists, as the case may be, from among all eligible entries received up to the time of termination. Any and all disputes, claims and causes of action arising out of or connected with the Promotion, or any Prize awarded, shall be resolved individually, without resort to any form of class action. Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees. **VOID WHERE PROHIBITED.**

WINNER CONFIRMATION: For the name/city/state of the Winners, go to www.winetailcontest.com between 07/26/11 and 08/15/11.

SPONSOR: iMi Agency, 1196 Buckhead Crossing, Woodstock, GA 30189