

The Best Grapes are Green: A Sustainability Case Competition from Kendall-Jackson Rules (“Competition Rules”)

NO PURCHASE IS NECESSARY TO WIN.
Void where prohibited by law.

The Best Grapes are Green: A Sustainability Case Competition from Kendall-Jackson (“Competition”) is designed to generate innovative marketing campaigns that amplify Kendall-Jackson’s commitment to sustainability. The Competition engages participants as people who submit marketing concepts that are refined through multiple rounds of ideation and coaching, either individually or as teams (“Participant”). By participating in the Competition, all Participants agree to the following rules, which must be adhered to in order to participate.

Convener and Sponsor

This Competition is convened by Net Impact, located at 1333 Broadway, Oakland, CA 94612) with additional company support (“Sponsor”). Net Impact is solely responsible for this Competition.

Overview

The Competition is a challenge where eligible Participants submit entries in response to the Competition prompt. The Competition opens at 9:00 am PST on November 8, 2017, at which point Participants may enter the Competition by submitting an entry in response to the Competition prompt [here](#). The Competition will conclude at 11:59 pm PST on December 8, 2017.

The Competition structure is as follows: Participants come up with an idea that they can submit to the Competition prompt. Eligible entries will be evaluated by Net Impact staff in response to the Competition criteria presented in the Competition materials available [here](#). Top Competition entries will go on to the Competition finals, where they will be evaluated by a panel of subject matter experts. Prizes will be provided directly to the Competition winner(s). Winners will be notified within 10 days of judging.

General Rules

Every action taken by Participants in conjunction with this contest must comply with local, state and federal laws. Participants outside the U.S. also must comply with all applicable U.S. laws and are not eligible to participate if prohibited by country of residence or origin. Net Impact, as a 501(c)(3) organization, is prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office.

All student Participants must abide by all college and university rules, including university licensing and copyright rules and regulations. Sanctions for such violations are the responsibility of each participating college or university based on their own rules and regulations.

Participants do not need to be Net Impact members or currently enrolled students in order to participate. Participants must be 18 years of age or older as of the date of entry; residents of Alabama and Nebraska must be 19 years of age or older, and residents of Mississippi must be 21 years of age or older as of the entry date. All students attending college or university outside the U.S. must be currently registered as students in good standing at a college or university determined by Net Impact to be recognized as appropriately accredited. Participants must also meet all other eligibility requirements as set forth herein.

Directors, officers, and employees of Net Impact and Sponsor, and the immediate family members of such directors, officers or employees, and persons living in the same household as such directors, officers or employees (whether related or not) are not eligible.

Prizes will only be awarded to eligible Participants. Prizes cannot be exchanged for alternate prizes except by Net Impact, which may substitute a prize of equal or greater value if the featured prize becomes unavailable. Not all prizes will be available to all Participants. Notably, all Participants must be able to demonstrate their ability to work legally in the U.S. in order to qualify for the internship prize. International Participants affirm that they are responsible for securing all necessary legal approvals to work in the U.S.

Participants receiving prize money or any prizes associated with Competition are responsible for all related tax obligations.

Net Impact reserves the right to alter the Competition Rules in any way, at any time.

Participants agree to receive email and newsletter communications from Net Impact and Sponsor. Participants may opt out of receiving each type of communication upon receipt.

By signing this document, Participants affirm their commitment to the Competition Rules.

Submissions

First round submissions must be sent via email to greengrapes@netimpact.org and received by 11:59 PM PST on December 8, 2017. First round submissions will be evaluated by Net Impact and Kendall-Jackson staff per the Competition brief. Participants will be notified within 7 days whether they will advance to the semi-final round of the competition. Semi-finalists will elaborate their concepts into full marketing reports which must be received via email by 11:59 PM PST on February 15, 2018. Participants will be notified within 7 days whether they will advance to the final round of the Competition.

All ideas submitted (“Submissions”) will be reviewed by Net Impact to ensure consistency with intent and are subject to rejection by Net Impact. Submissions must be an original work and not contain any inappropriate or offensive material, as determined solely by Net Impact. Any Submission, which in the sole opinion of Net Impact, is deemed inappropriate (e.g., defamation, nudity, pornography, gratuitous violence, inappropriate language, obscenity, illegality, racial or moral offensiveness, etc.) or is inconsistent with the theme or image of the Competition may be rejected and will result in disqualification. Moreover, Submissions must comply with all laws,

rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy. Participants must have the legal right to use and transfer to Net Impact all photos, text and other materials used in the Participant's Submissions or otherwise in the Competition.

Net Impact reserves the right to contact Participants and request copies of Submissions.

Neither Net Impact, its affiliates, Sponsors nor each of their officers, directors, employees, agents, and contractors (collectively the "Related Parties"), are responsible for lost, late, misdirected, incomplete, or non-delivered Submissions; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information.

Intellectual Property

Participants retain copyright ownership, if any, in the ideas generated in the first round of the Competition, whether they are submitted as their team's official Competition submission, or in any other capacity. The first round of the Competition is defined as submissions received by 11:59 pm PM PST on December 8, 2017. If Participants are selected to advance in the Competition, subsequent ideas submitted after December 8, 2017 will be considered the intellectual property of the Sponsor.

Neither Net Impact nor Sponsor shall commercialize a solution unless express written permission is granted by the Participant. However, all Participants hereby grant Net Impact and Sponsor a royalty free license, without geographic or time limitation, to use and display their solution for promotional or advertising relating purposes in any and all media. Net Impact or Sponsor's use of the solution after the Competition for advertising and promotional purposes may or may not include the Participant's name(s).

Participants represent, warrant and agree that they are the sole creators of their Submission, whether they are submitted by individuals or by teams. If not the sole creator, Participants affirm that they have the express permission of any person who assisted them in preparing the Submissions.

Disqualification

Net Impact will verify to the greatest extent of our ability that Participants performed honestly and in good faith. Participants agree to represent themselves, as well as all actions they take and report, honestly and consistently with Competition Rules.

Any Participant found to be in violation of the expectations listed above will be disqualified.

Net Impact reserves the right at its sole discretion to disqualify any Participant for any reason at any time throughout the contest, including, but not limited to, disqualifying any Participant and/or school where Net Impact finds a Participant to be attempting to tamper with or undermine the submission process, the website, and/or the legitimate operation of this Competition; to violate these rules or the Competition Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Participants must be respectful that they are representing Net Impact's brand and its mission during the contest and while carrying out Competition activities. Any activities or behavior that Net Impact, at its sole discretion, deems to be inconsistent with, or in opposition to, Net Impact's message may result in disqualification from this contest.

Multimedia Release and Privacy Policy

Except where prohibited by law, Participants grant to Net Impact (will be confirmed in writing on request of Net Impact) and its chapter affiliates and Sponsors 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, each Participant's name, portrait, picture, voice, likeness, and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification. The winners list will be posted on the website at the time of announcement.

Participant information will be collected via the Submission page [here](#). This Competition and all Participant information is subject to the Net Impact privacy policy located at <https://www.netimpact.org/about/privacy-policy> and Sponsor's privacy policy located at <http://www.kj.com/privacy-policy>.

Participation in the Competition is voluntary and Participants will not receive financial compensation of any type associated with the taking or publication of these photographs, or participation in company marketing materials or other publications.

Participants accept full responsibility for obtaining consent to use photographs, video footage, or names of students for all content related Competition.

Release and Limitations of Liability

By participating in this contest, Participants agree that Net Impact and the Related Parties will have no liability whatsoever for, and shall be held harmless by Participants against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from participation in this Competition or any other Competition-related activity, from acceptance, possession, misuse, or use of the prize or entry, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Participants agree that the Related Parties will not be responsible or liable for any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages arising out of access to and use of website

www.netimpact.org or any other website operated by Net Impact or its affiliates, or from downloading from and/or printing material downloaded from said websites. Without limiting the foregoing, everything regarding the Competition, including the website and all prizes, 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.

Participants agree to indemnify, defend and hold harmless Net Impact and its affiliates and Sponsors, along with the Related Parties, from and against any and all liability, losses, costs and expenses (including attorney fees) incurred as a result of any Submission submitted to Net Impact in violation of any terms contained in these Competition Rules.

Participants understand and agree that agreement of the Competition Rules prevents Participant and his or her successors from bringing a lawsuit, claim or other action against Net Impact and Related Parties and from recovering monetary damages or other legal relief from Net Impact or Related Party in connection with any of the claims released above.

Age of Majority

I attest that I am of majority age.

I, the undersigned Participant, understand and will adhere to these rules and expectations.

Participant Signature

Date

Participant Printed Name

College/University