



Sail Away Wine's Sommelier Showdown Contest 2024 OFFICIAL RULES

1. Sponsor. The sponsor of Sail Away Wine's Sommelier Showdown Contest (the "**Contest**") is Sail Away, LLC ("**Sponsor**"), located at 309 Armour Road, North Kansas City, Missouri 64116 (the "**Location**"). The Sponsor will conduct the Contest substantially as described in these Official Rules.

2. Dates. The following dates are defined for the Contest:

- **Year:** All dates are in the year 2024.
- **Time Zone:** All times are in the local time zone, unless otherwise stated.
- **Contest Entry Start:** Tuesday, January 2, 11am
- **Contest Entry End:** Sunday, January 28, 7pm
- **Round 2 Start:** Tuesday, February 6, 11am
- **Round 2 End:** Sunday, February 11, 7pm
- **Round 3 Start:** Tuesday, February 13, 11am
- **Round 3 End:** Sunday, February 18, 7pm
- **Quarterfinals Start:** Tuesday, February 20, 11am
- **Quarterfinals End:** Sunday, February 25, 7pm
- **Semifinals and Final Date and Time:** Wednesday, March 6, 6pm
- **Close of Contest:** June 30, noon

3. Eligibility. The Contest is open to individuals who are at least twenty-one (21) years of age as of the date of such individual's completion of the Sail Away Wine's Sommelier Showdown electronic Entry Form (the "**Entry Form**"). The Contest is subject to federal, state, and local laws and regulations and void where prohibited by law. Employees, agents, officers, directors, members, managers, partners and owners of the Sponsor, the Contest co-sponsors, the Sponsor's advertising or promotion agencies, consultants or professional advisors, and of their respective subsidiaries and affiliates (collectively the "**Insiders**"), as well as members of an Insider's immediate family (within two degrees of consanguinity) and those living in the same household as an Insider are ineligible to participate in the Contest.

4. Contest. The Contest is a contest of skill, and will involve blind wine tasting followed by responses to specific questions. Responses will be scored by three (3) judges (the "**Judges**") selected by the Sponsor who are determined by the Sponsor in its sole judgment to have the knowledge required to judge responses to the questions posed to Entrants. Judges may vary over the course of the Contest and Entrants may not all be scored by the same Judges over the course of the Contest.

5. Agreement to Comply With Rules. By entering this Contest, you, as the individual identified in the Entry Form (“You”), agree to abide by these Official Rules and the Sponsor’s decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw or disqualify any entry at any time at the Sponsor’s sole discretion. By entering this Contest, You represent and warrant that You are eligible to participate based on eligibility requirements contained in these Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to these Official Rules or this Contest. Any person who violates these Official Rules, as determined by the Sponsor in its sole judgment, will be disqualified from participation, or further participation, in the Contest.

6. How to Enter. The Contest may only be entered by completing an Entry Form at the Location prior to the Contest Entry End together with a Fifteen Dollar (\$15.00) entry fee (the “Entry Fee”). Individuals who timely submit their Entry Form at the Location and pay the Entry Fee are referred to as “Entrants”. All Entrants shall be required to participate in Round 1 during the same visit to the Location in which the Entrant submits its Entry Form and pays the Entry Fee.

7. Donation of Entry Fees. All Entry Fees will be donated by the Sponsor to Hope House, a domestic violence shelter in the Kansas City area. To learn more about Hope House, please go to <https://www.hopehouse.net>. Entry Fees are non-refundable under any circumstances.

8. Contest Entry Period. The Contest will be conducted in “Rounds” as further explained in Section 9 below. In order to participate in the Contest, You must participate in Round 1, which begins on the Contest Entry Start and ends on the Contest Entry End. (“Round 1”). Following the conclusion of Round 1 (a) no additional Entrants will be admitted to the Contest, and (b) only those Entrants receiving the thirty-two (32) highest scores from the Judges will proceed to Round 2.

9. Contest Procedure/Rounds.

(a) Common Procedures. Every Round will be conducted at the Location. In each Round, Entrants participating in such Round will be given unidentified wine samples (one sample in each of Rounds 1 and 2, and two samples in each Round after Round 2) and will be required to answer either multiple-choice questions (*i.e.*, identify the varietal, county of origin, etc.) or questions requiring a prose response (*i.e.*, provide tasting notes) with limited time for Entrants’ responses or a combination of both (“Responses”). Questions and responses will be in written or electronic form, except questions and Responses in the Semifinal Round and the Final Round may be written and/or oral. Entrants will have three (3) minutes to complete and submit their Responses for each wine sample. Entrants’ Responses will be scored by three (3) Judges. Judges will not know the identity of the Entrants whose Responses they are scoring. The scores of all Judges will be aggregated for each Entrant and the sum of all three (3) scores will be the Entrant’s score for that Round. The decisions of the Judges shall be final and conclusive and not subject to challenge by an Entrant. Entrants may NOT use electronic aides such as cell phones, tablets (except as provided by Sponsor) or any other devices, nor may an Entrant consult with any other person, while participating in the Contest’s Rounds, whether during wine tasting or while preparing Responses until such Response is final and submitted for scoring. The Sponsor will notify Entrants via text and email message based solely on information provided by the Entrant in the Entry Form on the day following the conclusion of Rounds 1, 2, 3 and 4 if such Entrant is progressing to a subsequent Round (message and data rates may apply). In addition, Entrants progressing to a subsequent Round will be listed on Sponsor’s website at www.sailawaywine.com. Entrants are solely responsible for determining whether they have progressed to a subsequent Round and for timely appearing at the Location to participate in each Round applicable to

such Entrant. No “make-up” opportunity will be provided for an individual Entrant who fails to timely appear at the Location to participate in each Round applicable to such Entrant, and such Entrant will be deemed to have forfeited such Round. Nothing in the foregoing affects the rights of the Sponsor under Section 12 in the event of unforeseen events.

(b) Round 1. During Round 1, all Entrants will be scored *en masse* in a single pool of all Entrants following the close of Round 1. Entrants may participate in Round 1 at any time during normal business hours of the Sponsor commencing on the Contest Entry Start and ending on the Contest Entry End. Entrants must participate in Round 1 during the same visit to the Location in which the Entrant submits its Entry Form and pays the Entry Fee. Entrants may participate in Round 1 only once. Entrants receiving the thirty-two (32) highest scores from the Judges in Round 1 will proceed to Round 2. Entrants proceeding to Round 2 will be notified by the Sponsor on or before the Round 2 Start.

(c) Subsequent Rounds. Rounds subsequent to Round 1 will be conducted on the basis of an inverted bracket system developed using Round 1 scores of the Entrants proceeding to Round 2, whereby the Entrant with the highest score will face off in Round 2 against the Entrant with the lowest Round 1 score, the Entrant with the second highest score will face off in Round 2 against the Entrant with the second lowest Round 1 score, and so on through the sixteen (16) Round 2 matches (the “**Bracket**”). In each such one-on-one face-off in Round 2 and thereafter, each Judge will independently determine a winner of each face-off, and the determination of a majority of the judges (2 or 3 out of 3) will determine the winner of that face-off and the winner will proceed to the next Round and face the opponent determined in accordance with the Bracket. At the end of Round 2, there will be sixteen (16) Entrants remaining. At the end of Round 3, there will be eight (8) Entrants remaining. At the end of Round 4, there will be four (4) Entrants remaining. The four (4) Entrants remaining after Round 4 will proceed to the Semifinal Round, and the two (2) Entrants remaining after the Semifinal Round will proceed to the Final Round.

(d) Dates of Subsequent Rounds. Rounds 2, 3 and 4 will be held during the periods listed below. Entrants participating in any of Rounds 2, 3 and 4 must participate in such respective Round during normal business hours of the Sponsor on a date within the respective period below for such Round.

- Round 2: The Round 2 Start through the Round 2 End
- Round 3: The Round 3 Start through the Round 3 End
- Quarterfinals: The Quarterfinals Start through the Quarterfinals End

The Semifinal Round and the Final Round will be held at the Location on, and only on, the Semifinals and Final Date and Time. Entrants participating in the Semifinal Round or the Final Round must be present in person at the Location in order to participate in the Semifinal Round and the Final Round.

10. Prizes. The Entrant who is selected by the Judges as the winner following the Final Round (the “**Winner**”) will receive a cash prize of One Thousand Dollars (\$1,000.00). The Entrant that competes in the Final Round but is not selected as the Winner (the “**Runner-Up**”) will receive a cash prize of Three Hundred Dollars (\$300.00). A prize is non-transferable. The Winner and the Runner-Up are each solely responsible for all expenses related to their respective prize, including without limitation all local, state, and federal taxes. The Winner must provide the Sponsor with a valid Social Security number or taxpayer-identification number on an executed Form W-9 before the Sponsor can award the prize. A Form 1099 will be issued to the Winner.

11. Rights Granted by You. By You becoming an Entrant in this Contest, You understand and agree that the Sponsor, any individual or entity acting on the Sponsor's behalf, and the licensees, successors, and assigns of the Sponsor, shall to the full extent permitted by law have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your name, photo, portrait, voice, likeness, image and statements about the Contest (and with respect to the four (4) Semifinalists, reasonable biographical information, which You agree to provide if You are a Semifinalist), for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

12. Unforeseen Events. In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Contest should causes beyond the Sponsor's control impact or corrupt the security, fairness, proper conduct, or administration of the Contest, in the sole judgment of the Sponsor. Without limiting the generality of the foregoing, the Sponsor may change the beginning or ending dates of any Round, or the date and/or time of any one-on-one match-up in Rounds subsequent to Round 1 in the event the Sponsor deems it appropriate.

13. Limitation of Liability. Your entry into this Contest constitutes Your agreement to release and hold harmless the Sponsor, the Contest co-sponsors, the Sponsor's advertising and promotion agencies, consultants and professional advisors, and their respective subsidiaries and affiliates and all of the foregoing's respective employees, agents, officers, directors, members, managers, partners and owners, against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or from (a) any type of technical failure; (b) the unavailability or inaccessibility of any transmissions, phone, or Internet service; (c) unauthorized intervention in any part of the Contest; or (d) electronic error or human error in the Contest administration or the judging of Responses.

14. Disputes. THIS CONTEST IS SUBJECT TO THE LAWS OF THE UNITED STATES, THE STATE OF MISSOURI AND THE CITY OF NORTH KANSAS CITY, MISSOURI, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. **THESE OFFICIAL RULES CONTAIN A BINDING ARBITRATION CLAUSE.** The Entrant agrees, as a condition of participating in this Contest, that if any disputes cannot be resolved between the Entrant and the Sponsor, any Entrant's claim shall be individually resolved exclusively through arbitration in Clay County, Missouri by a single arbitrator, and otherwise in accordance with the Commercial Arbitration Rules of the American Arbitration Association, without resorting to any form of judicial action, including a class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). The participant waives all rights to have damages multiplied or increased.

15. Privacy Notice. Information submitted with an Entry is subject to the Privacy Notice stated on the Sail Away Wine website at www.sailawaywine.com. Click here sailawaywine.com/privacy-notice to read the Privacy Notice.

16. Winners List. You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to Sail Away, LLC, 309 Armour Road, North Kansas City, Missouri 64116. Requests must be postmarked no later than the Close of Contest.

17. Social Media Disclaimer. The Contest is conducted by Sail Away, LLC. Neither the Contest nor Sail Away, LLC is sponsored, endorsed, administered by, or associated in any way with Facebook™, Instagram™, Twitter™ or any other media platform or outlet on which the Contest is advertised.

