

Cloudy Bay X West Elm Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. ALCOHOL IS NOT A PART OF THE PRIZE.

1. SWEEPSTAKES TIMING:

The Cloudy Bay X Sweepstakes (the “**Sweepstakes**” a/k/a “**Random Draw**”) entry period begins Tuesday, June 15, 2021 at 12:00:01 a.m. pm. Eastern Time (“**ET**”) and ends Tuesday, September 7, 2021 at 11:59:59 p.m. ET (the “**Entry Period**”).

A random drawing will take place on or about Monday, September 13, 2021 to select one (1) prize winner.

The Administrator’s database clock will be the timekeeper for the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other sweepstakes or contest. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Moet Hennessy USA, 7 World Trade Center, 250 Greenwich Street, 36th Floor, New York, New York 10007 (the “**Sponsor**” or “**Promoter**”), and/or WYNG, 360 Park Avenue S., 20th Floor, NY, NY 10010 USA (the “**Administrator**”) whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

- 2. ELIGIBILITY:** Sweepstakes is open only to legal residents who are physically located in one (1) of the contiguous (48) United States or the District of Columbia (NOT including residents of Utah, all U.S. Territories and Possessions and overseas Military Installations), Canada, and the United Kingdom (“**UK.**”) age twenty-one (**21**) or older, at the time of entry (“**Entrant**”). Sponsor, Administrator, West Elm, and each of its respective companies, subsidiaries, advertising and sweepstakes agencies, and any and all other companies associated with the Sweepstakes (collectively, the “**Sweepstakes Entities**”), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. **The Sweepstakes shall be void where prohibited or restricted by law.**

3. HOW TO ENTER:

1. Visit www.CloudyBaySummer.com (“**Entry Site**”) and complete the online registration with all required information.

2. To complete your registration, agree to the Official Rules and submit.

All entries submitted through the Entry Site will not be returned or acknowledged. Sponsor is not responsible for any typographical or other errors in the administration of the Sweepstakes or in the announcement of any prize. Should a dispute arise regarding the identity of the Entrant, the authorized account subscriber of said email account at the time of entry will be considered the Entrant. “Authorized account subscriber” as it relates to email is defined as the natural person who is assigned the account by the email provider. Potential winner may be required to show proof of being the authorized email account holder. Sponsor is not responsible for lost, late, damaged or misdirected entries.

Limit: One (1) entry per person during the Entry Period. Entrants found using multiple accounts to enter this Sweepstakes will be disqualified. Multiple Entrants are not permitted to share the same online account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

By entering Entry via Entrant's mobile device, standard data fees may apply. Entrant should consult Entrant's wireless service provider's pricing plan for details. Entrant agrees to incur any and all charges demanded by Entrant's wireless carrier. Entrant should also check Entrant's device's features for capabilities and check the device manual for specific use instructions.

4. PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS OF WINNING:

One (1) Grand Prize: Trip for two (2) to New Zealand plus West Elm Gift Card. Winner will receive the following:

- Roundtrip (coach class) air transportation
- Six (6) nights (double occupancy) hotel accommodations
- Cloudy Bay experience at the Cloudy Bay Shed
- \$2,500 Food, misc., and ground transportation allowance (payable by check in the name of the winner)
- \$5,000 West Elm Gift Card. Terms & Conditions of the Gift Card apply.
- West Elm design Crew Consultants available to assist with design and shopping questions

Total ARV of this prize package is \$15,000 USD (\$18,068 CAD, £10,571 GBP)

ALCOHOL IS NOT PART OF ANY PRIZE.

TRAVEL NOTE: Effective 1/26/21, all airline passengers to the United States ages two years old and older must provide a negative COVID-19 viral test taken within 3 calendar days of travel. Alternatively, travelers to the U.S. may provide documentation from a licensed health care provider of having recovered from COVID-19 in the 90 days preceding. Check the [CDC website](#) for additional information and [Frequently Asked Questions](#).

If the actual value of the Prize is lower than ARV stated in these Official Rules, the difference will not be awarded in cash.

Trip travel must be completed by December 31, 2022

- Winner will coordinate with the designated travel agent or Sponsor representative to organize the travel package. Winner's travel companion must be twenty one (21) years of age or older at the time of departure. Prize is provided on an "as is" basis, without any warranty of any kind. Prize is non-transferable. Prize may not be redeemed for cash except at Sponsor's option. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable.
- Accommodation and air transportation are all subject to availability. Winner and his/her guest must travel on the same itinerary and on the same dates. Travel must be round trip.
- Air transportation shall be by coach class roundtrip from a major gateway to the location of the Prize (Christchurch, New Zealand), and all such travel arrangements will be made by a designated representative of Sponsor whose decisions regarding the itinerary are final and binding. Selection of airline and airport shall be at the discretion of Sponsor or any other provider of any portion of the Prize. Prize winner and his/her travel companion must have valid travel documents to fly and to check in to a hotel (e.g., government issued I.D., passport, major credit card, etc.) along with any other travel requirements in order to travel prior to departure, and failure to do so may result in forfeiture of Prize. Winner and his/her travel companion are solely responsible for satisfying all legally required conditions of travel. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the Prize winner and his/her travel companion, if applicable, from traveling, in which event any missed portion of the Prize is forfeited in its entirety and no substitution will be provided.
- All expenses and incidental travel costs not expressly stated in the Prize package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facilities charges, personal

charges at lodging, security fees, taxes or other expenses are the sole responsibility of the Winner.

- Sponsor will not replace any lost, mutilated, undeliverable, returned, refused or stolen Prizes. Winner is responsible for any and all applicable local, state, and/or federal taxes. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Sponsor will not replace any lost, mutilated, or stolen Prize.

The winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize. The winner will receive an IRS form 1099 issued in the winner's name if required by law (U.S. only) ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

5. **WINNER SELECTION:** There will be one (1) random drawing in this Sweepstakes to be conducted by the Administrator on or about **Monday, September 13, 2021** to award one (1) prize (the "**Prize**"). Potential winner will be notified at within five (5) calendar days of the drawing. Upon successful completion of all required forms set forth herein, the potential winner will be a winner ("**Winner**").

Odds of winning depend on the number of eligible entries received during the Entry Period. If the selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize will be awarded to an alternate Winner. All Prizes are guaranteed to be awarded (time permitting), assuming a sufficient number of entries are received.

By accepting a Prize, the Winner irrevocably grant(s) Sponsor the right and permission (except where prohibited by law) to use Winner's name, Prize won, likeness, photograph, voice, address (state) and biographical information in any media throughout the world in perpetuity for purposes of advertising, online posting, promotion and publicity in connection with the Sweepstakes without additional compensation.

6. **WINNER NOTIFICATION:** The Sweepstakes winner will be notified via email by the Administrator requesting confirmation of the winner's name and mailing address. The winner is subject to verification. Potential winner will, be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and W-9 tax payer request for identification (U.S. only, all others will execute a Declaration), within four (4) business days of the first attempted notification. If a potential winner fails to respond to any notification attempt within four (4) business days, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time

period, the potential winner may be disqualified and an alternate winner will be selected. The Sweepstakes alternate winner will be randomly selected from all remaining eligible entries ("**Alternate Winner**"). Once eligibility has been verified and the Administrator receives the prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winner must reply with all required information in order to receive their Prize.

ENTRANT'S FROM CANADA: If the selected winner resides in Canada, the potential winner shall be required to respond (as directed by the Administrator) to the notification within five (5) business days of attempted notification date. The failure to respond timely to the notification shall result in forfeiture of the Prize and, in such case, the Administrator shall randomly select an alternate winner from among the remaining eligible entries. Winning entrant will be required to first correctly answer a mathematical skill testing question without assistance of any kind (whether mechanical or otherwise) within a 2-minute time limit in order to be eligible to win Prize. The question will be administered by phone or in writing or as part of the Declaration within five (5) business days following the drawing. If entrant cannot be contacted and the skill testing question administered, the Prize will be forfeited and an alternate entrant will be selected.

7. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS: Entry constitutes permission for the Sweepstakes Entities to use Entrant's entry materials, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes.

U.S. & Canada Privacy Law: All information regarding Entrants collected by Sponsor and Administrator and/or their agents and contractors will be treated in accordance with their privacy policies. Please review Sponsor's privacy policy at <https://www.hennessy.com/en-us/privacy-cookies-notice> and Administrator's privacy policy at <https://www.wyng.com/privacy-policy/>. Any information that Entrants share with Sponsor (including, without limitation, all information included on any entry form) may be used (and disclosed to third parties) by Sponsor for purposes of administration of the Sweepstakes and to communicate with the Entrant in relation to the Sweepstakes. Entrants are providing information to Sponsor.

PRIVACY LAW – U.K ENTRANTS: Any personal data submitted as part of the Sweepstakes will be stored and processed on behalf of the Sponsor as data controller in accordance with applicable data protection laws. Entrants agree that such data may be used for the purposes of administering the Sweepstakes, to contact winners of the Sweepstakes and for such other purposes as stated in these Official Rules. A request to access, update or correct any information should be

directed to the Sponsor at the address set out above:

Data Controller – The Sponsor is the “Data Controller” in relation to processing personal data of participants to the Sweepstakes. Please note that this Privacy Policy remains without prejudice to the processing of the participants’ personal data. See the data controller’s privacy policy at the <https://www.hennessy.com/en-us/privacy-cookies-notice> and Administrator’s privacy policy at <https://www.wyng.com/privacy-policy/>. Purposes for processing personal data in this Sweepstakes - The Sponsor collects the personal data of participants exclusively for the purposes of organizing the management of the Sweepstakes and communicating with participants and other related projects run by the Sponsor. Personal data provided by participants shall only be used in accordance with this Privacy Policy. As permitted in accordance with applicable laws, Sponsor may use participant’s data to contact them in connection with the Sweepstakes and for publicity purposes as stated above.

Retention of data - The Sponsor will not keep Personal Data relating to participants participation in the Sweepstakes for longer than is necessary for the purposes determined above. Data relating to participants will be retained by the Sponsor for a reasonable period after the Sweepstakes finishes to assist the Sponsor in operating the Sweepstakes in a consistent manner and to deal with any queries relating to the Sweepstakes.

Third parties – for the purposes of organization and management of the Sweepstakes, the collected personal data will be transferred to selected third parties (for example, the Administrator) in accordance with and as permitted by law. These third parties will not use your personal information for any other purposes than what Sponsor has agreed with them. The Sponsor requests those third parties implement adequate levels of protection in order to safeguard your personal information. Except as set out in this privacy policy, the Sponsor will not disclose any personally identifiable information without your permission unless the Sponsor is legally entitled or required to do so (for example, if required to do so by legal process or for the purposes of prevention of fraud or other crime) or if the Sponsor believes that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals.

Collection of information – the Sponsor may automatically collect information about you such as the type of internet browsers you use or the website from which you linked to the application or the Sponsor’s website. The Sponsor may also aggregate details which you have submitted to the site (for example, your age and the town where you live). You cannot be identified from this information and it is only used to assist the Sponsor in providing an effective service for the purposes of the Sweepstakes.

Security of personal data – The Sponsor has implemented technology and policies with the objective of protecting your privacy from unauthorized access and

improper use and will update these measures as new technology becomes available, as appropriate.

Contact Us - A request to access, update or correct any information should be directed to the Sponsor of the Sweepstakes.

Your personal data will be transferred to the United States. Pursuant to EU law pertaining to data collection and processing, if you are an EU resident, you have a right of access to, modification of and withdrawal of your personal data. You also have the right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to the Sponsor at the address listed in rule #1 above.

RESIDENCE OF QUEBEC, CANADA: If you are a resident of Quebec, Canada, any dispute concerning the conduct or organization of a publicity Competition may be submitted to the Regie de alcohols, des courses et des jeux for a ruling. Any dispute respecting the awarding of a Prize may be submitted to the Regie only for the purpose of helping parties reach a settlement.

8. DISQUALIFICATION: CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. LIMITATION OF LIABILITY:

(a) By entering this Sweepstakes, all Entrants release the Sweepstakes Entities and their respective parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents,

contractors, attorneys, successors and assigns (the “**Released Parties**”) from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Sweepstakes and/or his/her receipt or use or misuse of the Prize awarded in the Sweepstakes.

- (b) Sponsor is not responsible for problems downloading or uploading any Sweepstakes-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in the Sweepstakes.
- (c) None of the Released Parties shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information or technical failures of any kind, including but not limited to (i) unauthorized human intervention in any part of the entry process or the Sweepstakes; (ii) (vi) use of any Prize and (iii) the random drawing selection process including the outcome of the Sweepstakes.

10. MODIFICATION /FORCE MAJEURE: In the event (a) an insufficient number of Eligible Entries are received, (b) a virus, bugs, or entrant fraud or misconduct affect or corrupt the administration, integrity, security or proper operation of the Sweepstakes, (c) Sponsor deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms, or (d) Sponsor is prevented from awarding the Prize or continuing with the Sweepstakes as contemplated herein by any event beyond his control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), pandemic, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes.

In the event that, for reasons beyond their control and not related to the Winner, the Sponsor is unable to award the Prize as described in these Official Rules, they will substitute the Prize with another prize of similar nature and equal or greater value (including but not limited to cash equivalent) at their sole discretion.

11. DISPUTES: Except where prohibited, Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action; (2) 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; (3) 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; and (4) Entrant waives all right to trial by jury. All issues and questions concerning the construction, validity, interpretation and enforceability of 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 the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules. Residents of Quebec: Any dispute concerning the conduct or organization of a publicity Sweepstakes may be submitted to the Regie de alcohols, des courses et des jeux for a ruling. Any dispute respecting the awarding of a Prize may be submitted to the Regie only for the purpose of helping parties reach a settlement.

12. WINNER'S LIST: To obtain the name of the winner, send a self-addressed stamped envelope to: Cloudy Bay X West Elm Sweepstakes Winner, PO Box 2312, Framingham, MA 01703-2312 USA. All such requests must be received by 9/30/21.

The use of any Prize manufacturer, name, celebrity name, or trademark in connection with any of the prizes is solely for the purpose of describing such Prize and is not intended to suggest any affiliation or sponsorship.