

**CALIFORNIA PIZZA KITCHEN—CALIFORNIA WINE MONTH WINE PERSONALITY 2018
SWEEPSTAKES
OFFICIAL RULES**

- * **No purchase necessary to enter or win.**
- * **Must be at least 21 years old to enter.**
- * **Alcoholic beverages not included in prize package.**

1. **NO PURCHASE NECESSARY:** No purchase or payment is necessary to enter. A purchase or payment will not increase your chances of winning.
2. **PROMOTION PERIOD AND SPONSOR:** This California Pizza Kitchen Restaurant California Wine Month Wine Personality 2018 Sweepstakes (“Sweepstakes”) is sponsored by California Pizza Kitchen, Inc. (“Sponsor” or “CPK”) and runs from August 28, 2018, at 12:01 a.m. (PDT) to September 30, 2018, at 11:59 p.m. (PDT) (“Promotion Period”).
3. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States, and the District of Columbia, except Rhode Island. VOID WHERE PROHIBITED. Entrants must be at least 21 years of age at the time of entry. Valid proof of age will be required to collect any prize. Employees of Sponsor and Sponsor’s franchisees, parents, affiliates, distributors, retailers, advertising agencies, promotion agencies, and judging agencies (and the immediate families and household members of each of the foregoing) are not eligible to win.
4. **PRIZE:** One (1) California Wine Country prize package. Prize includes round-trip, coach airfare** for winner and one (1) guest (airline determined by Sponsor in its sole discretion); hotel accommodations for two (2) nights (single room, double occupancy) in Sonoma County, CA (hotel determined by Sponsor, in its sole discretion); a \$500 American Express gift card; and tours of the facilities and wineries at Clos du Bois Winery, Simi Winery and J Vineyards. No alcoholic beverages are included in the prize. Except for airfare, transportation and transfers are not included in this prize. ARV: \$2500. Prize must be redeemed and travel completed by April 30, 2019. Prize is non-transferable. No cash redemption or substitution is permitted, except by Sponsor, who may substitute a prize of equal or greater value. Any and all federal, state, and local taxes, and any other related expenses relating to the prize, if any, are the sole responsibility of the winner.

All costs and expenses not specifically included herein are solely the responsibility of winner and his/her guest, including, without limitation, transportation, transfers, all in-room charges (e.g., room-service, mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities and any other fees and expenses. Winner and his/her guest are each solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification). Winner and his/her guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of any prize. Winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card. Actual value of the Prize depends on the city of departure, destination and fluctuations in airfare charges and hotel room rates. Any difference between the actual value of a Grand Prize and the stated ARV (if less than the actual value) will not be awarded. If any event or activity is delayed, postponed, or canceled for any reason whatsoever, the winner will not be reimbursed for that portion of the prize. **Airfare will not be provided, if the winner lives within 100 miles of Sonoma county.

5. **HOW TO ENTER:** To enter, entrants must select one (1) answer from each of the seven (7) quiz questions listed on the CPK California Wine Month Personality Quiz (www.cpk.com/winmonth) and

submit a completed Sweepstakes entry form. All postings related to the Sweepstakes must be consistent with CPK's family-friendly goodwill and reputation. No correspondence regarding entries will be acknowledged or entered into with entrants. Entries must be original and owned by the entrant. Entrants grant Sponsor the right to use all entries in all media in connection with Sponsor's services, including promotion of the Sweepstakes. Sponsor is not responsible for late, lost, incomplete, illegible, stolen, damaged or misdirected entries (all of which entries are void). Entrants may enter once per day during the Promotion Period. In case of any dispute as to the identity of an online entrant, the entry will be deemed as having been made by the "Authorized account holder" defined as the natural person who is assigned to an email address by a telephone company, wireless service provider, Internet access provider, Internet service provider or other organization (e.g. business, educational, institution, etc.) that is responsible for assigning email addresses.

6. **SELECTION OF WINNERS; NOTIFICATION; ACCEPTANCE:** One grand prize winner will be chosen at random from eligible entries by October 10, 2018. Odds of winning depend on the number of eligible entries received. Only one entry per day per entrant is permitted. Each winner will be notified by email within three days of selection, and will be required to respond by within 48 hours of notification or the prize will be forfeited and an alternate winner selected.
7. **SPONSOR'S DISCRETION.** Sponsor's decisions regarding all matters relating to the Sweepstakes are final and binding, including the breaking of any alleged or actual tie. Sponsor, in its sole discretion, may terminate or modify the Sweepstakes.
8. **TERMS & CONDITIONS:** As a condition of participating, each entrant agrees to be bound by these rules and the follow additional terms and conditions:
 - a. **Use of Name and Likeness.** In order to receive a prize, each potential winner must provide Sponsor or its representative with his or her name, address, email address, telephone number and all other information reasonably required by Sponsor and to execute and return a liability and publicity release (where permitted by law) or the prize may be forfeited and an alternate winner selected. Each Entrant consents and grants Sponsor the right, in Sponsor's sole discretion, perpetually, and throughout the universe, to use and to license others to use Entrant's name, voice, actions, activities, biographical information and likeness (video-recorded, photographic, illustrated, or otherwise), prize information, any quotes attributable to him or her and any other indicia of persona, together or separately, factually and/or fictionally, in any manner whatsoever, in and in connection with the production, exploitation, and/or distribution of any marketing materials by Sponsor (each, a "Project"), with the right to edit, distribute, exhibit, broadcast, exploit, promote, and advertise the Project, including excerpts therefrom, in any and all manner and media (whether or not now known or recognized), including, without limitation, by means of print, television, radio, DVDs, mobile devices, the internet, and computer-assisted media. Entrant waives any right to inspect such use. Entrant releases Sponsor and its agents, officers, directors, attorneys, employees and each of their respective successors and assigns, from all liabilities, claims, demands and actions (including, without limitation, claims of defamation, false light, invasion of privacy, the commercial exploitation of my image, and any claim of alteration, optical illusion, distortion, faulty mechanical reproduction or illusion in sound reproduction of my image) that may be asserted in connection with the rights herein granted, and Entrant specifically waives any right to damages or to any injunctive or equitable remedies in connection herewith. Entrant will hold Sponsor harmless from any third party claims arising from Sponsor's exploitation of the rights granted herein. The rights granted herein shall not be construed to limit or affect any right that Sponsor might otherwise be entitled to at law or equity, whether as a member of the general public or otherwise. Sponsor's privacy policy <http://www.cpk.com/privacy/> applies to all Entrants. In the event of a conflict between these Official Rules and Sponsor's privacy policy, these Official Rules will govern.
 - b. **Compliance with Law and Official Rules.** Entrants must conduct themselves in a safe and respectful manner at all times and to abide by all federal, state and local laws and regulations (including all traffic laws and ordinances), and be bound by these Official Rules.

- c. **Waiver and Release.** Neither Sponsor nor any of its parents, affiliates, subsidiaries, distributors, retailers, or any of their respective shareholders, directors, officers, distributors, employees or promotion/advertising agencies will have any liability whatsoever for any injuries, losses, harm, damage, cost, or expense arising from or in connection with participation in this Sweepstakes or any prize-related activities, or the acceptance, possession, use and/or misuse of a prize including, without limitation, any personal injury or death associated with finding the prize or the use of the prize.
 - d. **Indemnification.** Each Entrant hereby releases, indemnifies and holds harmless Sponsor and its and officers, directors, employees, representatives, agents, affiliates, parents and subsidiaries from any and all suits, actions, claims, demands, losses, costs, expenses, judgments, awards, liabilities, obligations and damages, including but not limited to attorneys' fees and costs to the extent arising from or caused by the acts or omissions of any Entrant in connection with the Sweepstakes.
 - e. **Additional Disclaimers.** Sponsor is not responsible for any lost, misdirected, delayed or illegible entries, nor for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error that may occur in the processing of entries. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, or communications line failure. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to any Entrant's or to any person's computer related to or resulting from participating or downloading materials in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.
- 9. OTHER: CAUTION—ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING, REASONABLE ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.** Without limiting the foregoing, Sponsor may disqualify any entrants from the Sweepstakes who deliberately damage, tamper with or undermine the legitimate operation of the Sweepstakes.
- 10. OFFICIAL RULES/WINNERS LIST:** Winners will be announced through Sponsor's known social media accounts. For an additional copy of these Official Rules or a list of winner send a stamped, self-addressed envelope (residents of Vermont may omit return postage) postmarked on or before November 31, 2018 to: CPK Restaurant "California Wine Month Wine Personalities 2018" Sweepstakes, California Pizza Kitchen, Inc., 12181 Bluff Creek Drive, 5th Floor, Playa Vista, CA 90094. Please identify the Promotion Period and the CPK restaurant and specify whether you are seeking the Rules or Winners List.