

## 2012 51st Wine Week Drawing Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Void where prohibited. A purchase will not improve chances of winning.

**ELIGIBILITY:** Drawing is open to individuals legally residing in the 50 United States or the District of Columbia who are at least 21 years of age as of August 27, 2012. Employees of Smith & Wollensky Restaurant Group, Inc., Bunker Hill Capitol, Noble Communications, Chateau D'Esclans or any of the promotion partners, raffle partners, their immediate families and individuals living in the same household, and its agents or affiliates are not eligible to participate. All federal, state and local legislation laws and rules apply. Prizes will be shipped only to US addresses. Void in Puerto Rico and where prohibited or otherwise restricted by law.

**TO ENTER:** Visit [www.smithandwollensky.com](http://www.smithandwollensky.com) between 12:01 a.m. EST, August 27, 2012 and 11:59 p.m. EST September 21, 2012 (the "Promotion Period"). Complete registration entry online or mail-in entry on a standard 3 x 5 note card including your name, address, phone and email information. Limit one entry per email address, household or person. Entry must include date of birth. Failure to comply with this required information will disqualify the entry. Mail entries should be submitted to: Attn: S&W Wine Week Giveaway c/o Noble, 33 W. Monroe, Suite 200, Chicago, IL 60603. All entries must be received by 11:59 p.m. CT on September 21, 2012. Once submitted, all entries become the exclusive property of Sponsor and will not be acknowledged nor will they be returned. Winners will be notified and screened by a Noble representative. All winners and winners guest must sign a publicity release consenting to use of winner's name, likeness, photograph for any purposes in any media, worldwide, without further payment or consideration. Smith & Wollensky anticipates taking photographs during the Miami Beach sponsored dinner and publishing an article in which winner and/or guest may appear.

**PRIZES:** There will be one Grand prize awarded and forty (40) individual Wine & Accessory prizes.

**GRAND PRIZE DETAILS:** There will be one Grand Prize Weekend Getaway Trip for two during the 2013 South Beach Wine & Food Festival in Miami provided by Smith & Wollensky. The trip consists of an AmericanAirlines® gift card for two (2) round trip coach air transportation on AmericanAirlines® from airport closest to winner's home served by AmericanAirlines or their affiliates in the 48 contiguous United States to Miami (ARV \$1200) and a Smith & Wollensky dinner (\$200 food and beverage value) for two at Smith & Wollensky South Beach. Smith & Wollensky requires that the trip be planned for participation at the South Beach Wine & Food Festival February 22 and 23, 2013. If a winner is unable to travel over these dates, prize will be forfeited. All other rules and regulations associated with American Airlines gift card redemption apply. Chateau D'Esclans will provide hotel accommodations for two at a Miami Beach hotel for two nights, double occupancy (ARV \$1,000). Total approximate ARV of Grand prize \$2,400.

Grand Prize Winner and his/her guest(s) are responsible for obtaining all required travel documents prior to travel. Grand Prize Winner and his/her guest(s) must travel together on the same itinerary. The Grand Prize Winner's guest(s) must be of legal age of majority in his/her state of residence (and at least

twenty-one (21) years of age) unless the child or legal ward of the Grand Prize Winner. Grand Prize Winner and his/her guest agree to comply with these official rules and regulations.

The only dates included in Grand Prize are February 22 and 23, 2013. Winner can extend travel dates or hotel accommodations at their own expense. Winner is responsible for any other unspecified expenses associated with acceptance or use of the Prize. Should winner not use any portion of the trip values, there is no cash value for reimbursement.

**INDIVIDUAL WINE & ACCESSORIES PRIZE DETAILS:**

Eight winners will each receive Smith & Wollensky wine glasses (set of 6) with corkscrew ARV \$50.

Two winners will each receive a \$100 Gift Card to Smith & Wollensky ARV \$100 each. Gift Cards are not redeemable at Smith & Wollensky New York locations or on-line.

One winner will receive a Steak to Go Gift Pack (choice of 4 steaks, set of 4 steak knives, steak sauce & cooler bag) ARV \$196 – winner must pick up at restaurant.

Three winners will receive a 3 pack of J. Lohr “Carol’s Vineyard” Cabernet (2005, 2006 & 2007 vintages) ARV \$120. Prizes will be mailed where permissible or must be picked up in restaurant per state laws.

Four winners will receive a J. Lohr Wine Picnic Backpack ARV \$60.

Eight winners will receive South of France Gift Packs (Gerard Bertrand Tautavel wine, soaps, towel and other items from the south of France) ARV \$150. Wine prizes will be mailed where permissible or must be picked up in restaurant per state laws.

Four winners will receive a set of 2 Riedel crystal Champagne glasses ARV \$50

Ten winners will receive “Fresh and Simple Recipes from Great Wine Estates” cookbook from Chef John Sarich ARV \$32.95.

**DRAWING AND AWARDING OF PRIZES.** Random Drawing – Winners will be selected in a random drawing from all eligible entries received on or about September 24, 2012. Decisions on drawings are final. Limit one winner per family, household or email address. Odds of winning will depend on the total number of eligible entries received.

All prize claims are subject to verification by Sponsor. The potential winners must complete, sign, and return an Affidavit of Eligibility (which affirms that he/she has complied with these rules) as well as a liability release, and where legal, a publicity release, each of which, if issued, must be completed, signed and returned within ten (10) days from date of issuance or prize will be forfeited. If any prize, prize notification or attempted notification is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner. The potential winner must confirm the travel itinerary for all passengers within ten (10) days from the date of issuance or prize will be forfeited. Except where prohibited by law, acceptance of a prize constitutes each winner’s consent to use of his/her name, likeness, biographical information, and/or photograph without further compensation for advertising,

promotional and publicity purposes by Sponsor. By accepting a prize, winners acknowledge compliance with these Official Rules.

**USE OF DATA.** Sponsor will be collecting personal data about participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [www.smithandwollensky.com/privacy](http://www.smithandwollensky.com/privacy). By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

#### **OTHER CONDITIONS.**

American Airlines Gift Card Redemption: Gift Cards are redeemable toward the initial electronic ticket purchase of air travel wholly on flights operated by American Airlines, American Eagle® and the AmericanConnect sold and originating in the U.S., Puerto Rico and U.S. Virgin Islands. They cannot be used for payment of air travel on any other airline. Flights sold or originating outside the U.S., Puerto Rico or U.S. Virgin Islands or operated by other carriers are not eligible. Gift Cards are redeemable online at [www.aa.com](http://www.aa.com) or by calling American Airlines Reservations. Gift cards cannot be redeemed at airport ticket counters or travel agents. Transactions through American Airlines Reservations are subject to an additional charge which must be paid separately by credit, debit or charge card. If the ticket price is greater than the value of the Gift Card(s), the difference may be paid only with a credit, debit or charge card with a billing address in the U.S., Puerto Rico or U.S. Virgin Islands. If the ticket price is less than the value of the Gift Card(s), the unused portion will remain on the Gift Card until it is decreased to zero, at which time the Gift Card will be deactivated.

Gift Cards are redeemable toward the purchase of the base air fare and directly associated taxes, fees and charges that are collected as part of the fare calculation. Gift Cards may not be used for products and/or services that are sold separately, such as upgrades; Admirals Club membership enrollments or One-Day Passes; baggage fees; pet fees; unaccompanied minor fees; oxygen fees; ticketing fees for transactions processed through American Airlines Reservations; taxes, fees or charges payable in connection with AAdvantage® award travel; AmericanAirlines Vacations SM or non-flight products and/or services sold by American Airlines. Gift Cards will not be accepted if the card number is invalid, has not been activated, or cannot be found within the American Airlines system.

Winners of Wine Prizes residing in D.C., Ohio, Massachusetts & Pennsylvania must pick up prize from local Smith & Wollensky Restaurant. Valid State Issued photo identification (Driver's License or State ID) required.

All federal, state and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Promotion or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, (b) the Promotion or any website associated therewith (or any

portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Promotion is otherwise not capable of running as planned by Sponsor. In the event Sponsor takes any of the actions discussed above, Sponsor will provide notice thereof at [www.smithandwollensky.com](http://www.smithandwollensky.com). In the event Sponsor terminates the Promotion prior to the end of the Promotion Period, Sponsor will award prizes in a random drawing from among all eligible, non-winning entries received as of the Promotion termination date.

By entering, participants agree to release and hold harmless Sponsor, Administrator and each of their parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Promotion or acceptance or use of any prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Promotion, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible. By entering, entrants agree to comply with these rules. Any entrant who attempts to tamper with this Promotion in any way shall be disqualified. The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

Sponsor and Administrator are not liable for any expenses incurred as a consequence of a flight cancellation or flight delay. All travel on American Airlines is subject to American Airlines Contract of Carriage at [www.aa.com](http://www.aa.com).

Winners are responsible for any applicable fees, service charges, surcharges or passenger facility charges, and all insurance, federal, state and local taxes, if any, and gratuities, meals, incidentals and any other unspecified expenses associated with acceptance or use of the Prize. Prizes are provided "as is" and without any warranty of any kind. Prizes are non-transferable. No cash redemption or prize substitution allowed by winner. Sponsor reserves the right to substitute prize of equal or greater value if advertised prize becomes unavailable. Grand Prize winner will receive an IRS W-9 Form representing the total value of the prize trip.

**WINNERS' LIST.** Winners will be posted in a News Article at [smithandwollensky.com](http://smithandwollensky.com) no later than October 22, 2012.

**SPONSOR.** This drawing is sponsored by Smith & Wollensky Restaurant Group, Inc. 260 Franklin Street, Suite 240 Boston, MA 02110 and administered by NOBLE, 33 West Monroe, Suite 200, Chicago, IL 60603.

AmericanAirlines® . Chateau D'Esclans nor any other Wine prize partner is a Sponsor or Administrator of this drawing.

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