

## **Official Rules for the Napa Valley Vacation Giveaway**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.**

1. **General.** The Napa Valley Vacation Giveaway from July 21, 2012 to December 21, 2012 is a prize giveaway where one (1) eligible entrant during the Giveaway Entry Period will win a Napa Valley Vacation (the "Giveaway"). This Section is a general description of the Giveaway, which is qualified by these Official Rules.

2. **Eligibility.** All entrants must be at least twenty-one (21) years of age as of the date of entry and legal residents of the fifty (50) United States (including the District of Columbia). The Giveaway is void where prohibited or restricted by law. Employees, officers, partners, and investors of Zisli Group, Inc. (the "Sponsor"), Shade Hotel, Rock'N Fish Manhattan Beach, Rock'N Fish L.A. Live, Rock 'N Fish Laguna Beach, Mucho Ultima Mexicana, , and Rock & Brews, ("Affiliates") and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer, investor, or partner of Sponsor or Affiliates are not eligible to enter. Entrants are responsible for providing proof of eligibility.

3. **Timing.** The Giveaway entry period begins on July 21, 2012 and ends at 11:59 P.M. Pacific Time on December 22, 2012 (the "Entry Period").

4. **How to Enter.** There are three ways to enter the Giveaway.

Method #1: During the Entry Period, visit any one of the Affiliate websites listed below and follow links and instructions for entry. After you have submitted the required information you will automatically receive (1) entry into the Giveaway.

[www.shadehotel.com](http://www.shadehotel.com)

[www.muchomb.com](http://www.muchomb.com)

[www.rockandbrews.com](http://www.rockandbrews.com)

[www.rocknfishmb.com](http://www.rocknfishmb.com)

Method #2: During the Entry Period, visit any one of the Affiliate locations and complete an entry form by filling in your name and email address and leaving that entry form with the hostesses or front desk or simply hand the hostess or front desk a business card that includes your name and email address and state you would like to be entered into the Napa Valley Vacation Giveaway. A list of the Affiliate addresses is below.

*Shade Hotel*  
1221 Valley Drive,  
Manhattan Beach, CA 90266

*Mucho Ultima Mexicana*  
903 Manhattan Ave  
Manhattan Beach, CA 90266

*Rock & Brews*  
143 Main Street,  
El Segundo, CA 90245

*Rock'N Fish MB*  
120 Manhattan Beach Blvd.,  
Manhattan Beach, CA 90266

*Rock'N Fish L.A. Live,*  
800 W Olympic Blvd,  
Suite A-160,  
Los Angeles, CA 90015

*Rock 'N Fish Laguna Beach*  
422 South Coast Highway  
Laguna Beach, CA 92651

**Method #3:** Attend an event sponsored by Sponsor or one or more Affiliates and follow posted instructions to enter the Giveaway.

**ENTRY LIMITS:** One (1) entry per person. Multiple participants are not permitted to share the same email address and participants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to submit emails is prohibited and will result in disqualification. All entrants and entries subject to verification before the awarding of a prize, as are the eligibility, age, and other claims of information provided by a potential prize winner. In a dispute, entries will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to show proof of being the authorized account holder. Sponsor and Affiliates are not responsible for lost, late, stolen, incomplete, invalid, damaged, altered, or misdirected entries, which will be disqualified. Sponsor and Affiliates are not responsible for any computer, telephone, cable network, electronic or internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user net accessibility or availability, traffic congestion, or any technical error, human error, or the incorrect or inaccurate capture of entry or other information. Proof of submission will not be deemed proof of receipt by Sponsor or Affiliate. Once submitted, entry cannot be modified, deleted, or cancelled. All entries must be received by Sponsor or an Affiliate during the Entry Period. All entries become the exclusive property of Sponsor and Affiliates for the purpose of marketing to entrants and will not be acknowledged or returned.

**5. Drawing; Odds; Notification.** Beginning on or about December 28, 2012, Sponsor will randomly select one (1) winner of the Giveaway from among all eligible entries received by Sponsor and Affiliates during the Entry Period. At Sponsor's sole discretion, the selection of a winner may be announced in public at one of the Affiliate locations. By entering this Giveaway you expressly consent to have your name announced publicly in connection with the Giveaway. Odds of winning the Napa Valley Vacation depend on the number of eligible entries received by Sponsor and Affiliates during the Entry Period. Any entrant selected as the potential Napa Valley Vacation winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements, including signing an Affidavit of Eligibility, Liability & Publicity Release. Winner need not be present at selection to win prize. The potential winner will be notified by email between December 28, 2012 and December 30, 2012 and must respond within forty-eight (48) hours of the first attempt to contact such person. If the first potential winner does not respond within forty-eight (48) hours an alternate potential winner will be randomly selected from the remaining eligible entries and will be contacted by email with instructions to respond within forty-eight (48) hours. If the first alternate potential winner does not respond within forty-eight (48) hours then a second alternate potential winner will be randomly selected and contacted by email with instructions to respond within forty-eight (48) hours. This process will continue until a selected winner responds within the applicable time period. If any potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner will be selected by Sponsor at random from among all eligible non-winning entries received by Sponsor for the Giveaway. In such event, an alternate potential prize winner will be notified by email and required to respond in the manner described above.

**6. Prizes and Delivery.** Subject to the terms and conditions of this Giveaway one (1) Napa Valley Vacation package will be given away. The Napa Valley Vacation package is a 3-day/2-night vacation that includes the following: 1) round trip coach airfare for two from Los Angeles International Airport to Oakland International Airport 2) a \$200 voucher that may be redeemed at one of the rental car operators operating out of the Oakland International Airport Rental Car Center, 3) double-occupancy accommodations in a single room for two consecutive nights; 4) chauffeured transportation and complimentary wine tastings for two (2) persons at four (4) different Napa Valley wineries, which may include Quintessa, Plumpjack, Grgich, and Opus One, 5) dinner for two (2) at The French Laundry in Yountville, California. Winner must obey all local laws in regard to lodging restrictions. All expenses and incidental travel costs other than those expressly stated in the description of the Napa Valley Vacation above, including but not limited to, transportation to and from Los Angeles International Airport; checked-baggage fees; additional rental car charges, insurance, or damage; moving or parking violations; personal charges at lodging;

telecommunication charges; security fees; taxes; or other expenses or incidentals are the responsibility solely of winner. Winner will be contacted to arrange trip details. Package must be redeemed between March 1, 2013 and October 1, 2013. Winner must provide Sponsor with requested travel dates no less than sixty (60) days before requested departure date. Trip dates are subject to availability and winner may be required to select alternate date(s). If winner is unable to redeem the package within the time period required, the prize will be forfeited. **The Approximate Retail Value of the Napa Valley Vacation is Five Thousand (\$5000.00) USD.** No substitution, assignment, or transfer of the prize is permitted, except by Sponsor, who reserves the right to substitute any prize component with another of comparable or greater value. Prize must be accepted as awarded. Winner is responsible for all taxes and fees associated with prize receipt and/or use and may be required to provide Sponsor with a social security number for U.S. tax reporting purposes. Winner's companion must be twenty-one (21) years old as of the date of departure and must travel on the same itinerary as the winner. Winner's companion must also execute liability/publicity releases before travel. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or any Affiliate, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Publicity.** Except where prohibited by law, participation in the Giveaway constitutes winner's consent to Sponsor and Affiliates use of winner's name, photographs, video, statements, hometown, state, and country for promotional purposes in any manner or media (including online), worldwide, in perpetuity, without further payment, consideration, notice, review, or consent.

8. **Agreement to Official Rules and Decisions.** By participating in the Giveaway, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and Affiliates (including, without limitation, decisions regarding eligibility of entries, the selection of entrants, and the winner, and the awarding of the Napa Valley Vacation), which are final and binding in all respects.

9. **General Conditions.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Giveaway if, in its opinion, there is any suspected or actual evidence of tampering with any portion of the Giveaway, or if unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond the Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official

Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor or Affiliates failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

**10. Release.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and Affiliates and their respective agents, partners, members, representatives, affiliates, prize suppliers, and all of their respective employees, officers, directors, agents, and partners from and against all claims, damages, or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Giveaway and/or entrant's award, receipt or use of any prize awarded in the Giveaway.

**11. Limitations of Liability.** Sponsor and Affiliates are not responsible for: (a) lost, late or undelivered entries, notifications or communications, misdirected entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) any technical failures of any kind, including but not limited to the malfunctioning of any computer, computer online systems, website, service provider, telephone, cable, software or hardware; (c) the unavailability of any website, service, or other access issue; (d) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Giveaway or the processing of entries; (e) any failure, malfunction or difficulty that might hinder the ability of a person to enter the Giveaway; (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway, or from viewing or downloading any material from any of the Sponsor or Affiliates websites, regardless of whether the material is connected to Sponsor or Affiliates websites by hypertext link; (g) for any event which may cause the Giveaway to be disrupted or corrupted; (h) for fraudulent calls or emails made to entrants by third parties; and/or (i) for any action or inaction of on the part of any of the persons employed by or affiliated with any of the prize components.

**12. Disputes.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Giveaway, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Los Angeles, California; entrant submits to sole and exclusive personal jurisdiction to courts in the State of California for any such dispute and irrevocably waives any and all rights to object to such jurisdiction and (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Giveaway but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and

enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor and Affiliates in connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of California, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**13. Privacy.** When you submit your email address to Sponsor or Affiliates, we collect your email address. The information you provide will be added to Sponsor and Affiliates marketing databases. You acknowledge that Sponsor and Affiliates may send you information, special offers, and other marketing materials that it believes may be of interest to you. If you no longer wish to receive emails from the Sponsor or any Affiliate you may opt-out at any time by following the instructions at the bottom of such email. **If you do not wish for Sponsor or Affiliates to have your email please do not submit it.**

**14. Void Where Prohibited.**

**15. Sponsor:** ZISLIS GROUP, INC. 321 12th Street, Suite 102, Manhattan Beach, California 90266.