

THE FOLLOWING OFFER IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY (EXCLUDING, WITHOUT LIMITATION, UT, TN, PUERTO RICO, OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED). YOU MUST BE 21 YEARS OF AGE OR OLDER TO ENTER.

THIS OFFER MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.

CUSTOMER SURVEY PROJECT OFFICIAL RULES

No Purchase Necessary to Enter or Be Selected.

1. **Time Period:** The Customer Survey Project (the "Project") shall begin 12:00:01 A.M., Eastern Time ("ET"), January 29, 2017 and end 11:59:59 P.M., ET, January 27, 2018 (such period, the "Project Period").
2. **Project Entities:** The Project is sponsored by: BevMo, 1570 Enea Circle, Ste 1600, Concord, CA 94520 (the "Sponsor"). The Project is administered by InMoments, 310 East 4500 South, Salt Lake City, UT, 84107 (the "Survey Administrator"), all stated as ("Project Entities")
3. **Eligibility:** The Project is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding without limitations, TN, UT, Puerto Rico, other US territories and possessions, and where prohibited by law), who are 21 years of age or older at the time of entry. Employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of the same household of Project Entities, employees of affiliated companies and agencies, licensed alcoholic beverage retailers and wholesalers, or other alcoholic beverage licensees, their respective parent companies, subsidiaries, and anyone connected with the production or distribution of the survey or the Project, as these designations might apply, are not eligible to enter or be potentially compensated for their participation.
4. **How to Enter:** Two ways to enter the **Customer Survey Project**, **(1)** To enter online visit www.bevmosurvey.com (the "Site") between 12:00 am Eastern Time ("ET") on 1/29/17 and 11:59:59 pm ET on 1/27/18 (the "Project Period") and follow the instructions to complete the survey to be entered into the Project (each an "entry" or "entries"). or **(2)** To enter by mail, on a 3" x 5" paper, hand print your name, address, city, state, zip code, age, phone number and email address (optional) and mail it to: "BevMo Customer Survey Project", P.O. Box 16470, Rochester, NY 15616, and must be postmarked by 1/27/18 and received by 2/3/18. Entry must be filled out completely with name, address, city, state, zip code, age, area code and phone number. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Limit of one entry per person by any/all methods of entry per month. Mechanically reproduced entries will not be honored. Any forms of entry other than the ones described herein are void. Sponsor, Mindshare Technologies and its agents are not responsible for incorrect, lost, late, misdirected, damaged, incomplete, illegible, or postage-due entries. Sponsor, InMoments and their agents are not responsible for computer system or phone line errors, software/hardware malfunctions, or other errors, failures, or delays in transmission that are human, mechanical or technical in nature, or any combination thereof resulting from a participant entering any part of this Project. Sponsor reserves the right in its sole discretion to cancel or suspend this Project should a virus, bug, or other cause beyond the control of Sponsor corrupt the administration or proper conduct of the Project and in such event all entries submitted at the time of cancellation or suspension will be considered in the current monthly random drawing. All Monthly Periods, (as defined in paragraph #5), after cancellation or suspension will not have monthly drawings and will not award those Discount Cards associated with those Monthly Periods. In the event of a dispute over the identity of an online entrant or the ownership of an email address, online entries will be deemed to have been submitted by the Authorized Account Holder of the e-mail address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (such

as a business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries made in violation of these rules will be deleted.

5. **Monthly Periods:** There will be thirteen (13) monthly periods as shown below. ("Monthly Periods")

#1 - Period 1 for 2017: 01/29/17 to 02/25/17	#8 - Period 8 for 2017: 08/13/17 to 09/09/17
#2 - Period 2 for 2017: 02/26/17 to 03/25/17	#9 - Period 9 for 2017: 09/10/17 to 10/07/17
#3 - Period 3 for 2017: 03/26/17 to 04/22/17	#10 - Period 10 for 2017: 10/08/17 to 11/04/17
#4 - Period 4 for 2017: 04/23/17 to 05/20/17	#11 - Period 11 for 2017: 11/05/17 to 12/02/17
#5 - Period 5 for 2017: 05/21/17 to 06/17/17	#12 - Period 12 for 2017: 12/03/17 to 12/30/17
#6 - Period 6 for 2017: 06/18/17 to 07/15/17	#13 - Period 13 for 2017: 12/31/17 to 01/27/18
#7 - Period 7 for 2017: 07/16/17 to 08/12/17	
6. **Selection:** A drawing for five (5) monthly Discount cards (each Discount card entitles the bearer to a \$50 discount off the purchase of more than \$50 worth of items at BevMo) will be held each Monthly Period from among all eligible entries received during the Monthly Period with the monthly #13 - Period ending on 1/27/18 and mail in entries being postmarked by 1/27/18 and received by 2/3/18 by Administrator, an independent judging agency and whose decisions are final and legally binding. Potential persons who have been selected will be notified by mail, phone or email to the address, phone number or email address entered on the survey, at Sponsor's discretion. Each such person will be required to claim his/her Discount card and complete and return any required information or paperwork within a specified time period of notification or it will be concluded definitively that the Discount card has been declined and, without further notice, an alternative person will be selected in another random drawing. A selection notification that is returned as undeliverable will disqualify the person selected and an alternative person will be selected in a random drawing.
7. **Discount Card Value and Odds:** Five (5) Monthly Customer Survey Discount cards for a \$50 BevMo! coupon will be given out during each Monthly Period during the period from January 29, 2017 to January 27, 2018 for a total of 13 months. Drawings for the monthly Discount cards will be held each month from among all eligible entries received during that Monthly Period. Monthly Discount cards will be limited to one per person, household or email address. Total value of all Discount cards: \$3,250. Discount Card is not transferable or redeemable for cash. A Discount Card will be provided if it is claimed properly according to these rules. A Discount Card recipient acknowledge that Sponsor and all other Project affiliated entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the Discount Card or regarding the use, value or enjoyment of the Discount Card, and all recipients are personally responsible for any and all federal, state, provincial and/or local taxes, levies and/or other governmental charges, as the case may be, in connection with the receipt of any Discount Cards. The actual odds of being selected for a Discount Card will depend on the actual number of entries received. A Discount Card will be provided if it is claimed properly according to these rules.
8. **General Terms and Conditions:** No participant or Discount Card recipient shall have the right to contest any decision by the Sponsor or the independent judging organization concerning any aspect of the Project or the interpretation of the Official Rules or the determination as to the qualification of entries. The Sponsor is not responsible for those who are not solicited to enter the survey and cannot access the Internet for any reason or cannot click-through for any period of time for any reason to complete the online survey, including but not limited to, errors by Sponsor's representatives who enter incorrect information into any of Sponsor's computer systems. Proof of entry is not proof of entry receipt. The Sponsor reserves the right to terminate the Project if, in the Sponsor's sole determination, it believes that the integrity of the Project has been, or could be, compromised or that the Project is not capable of running as planned or fairly. Persons selected will be drawn from eligible entries received up to the time of cancellation. The Sponsor reserves the right to disqualify any entry from the Project if, in the Sponsor's sole judgment, an entrant has not complied with these Official Rules. Without limitation, an entrant's entries will be disqualified, at the sole discretion of Sponsor, if entrant attempts (i) to enter the Project through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Project or circumvent the terms and conditions of these Official Rules. Only the Discount Cards listed and the values listed in the

Official Rules shall be provided. By entering this Project, you explicitly agree to release and hold harmless the Project Entities, their respective affiliates, parent companies, subsidiaries, successors and assigns and their respective advertising, design, and production agencies and print production agencies and all their respective shareholders, directors, officers and employees, one and all, from all liability (including attorney's fees and costs) regarding participation in the Project. The right to receive a Discount Card is non-assignable and non-transferable and no Discount Card substitution, exchange or cash equivalent will be allowed except by the Sponsor who reserves the right to substitute a Discount Card (or portion of Discount Card) of equal or greater value in case of unavailability of the Discount Card or Force Majeure.

9. **Other Terms and Conditions:** The Project is void where prohibited, licensed, restricted or taxed. All federal, state, and local laws and regulations apply. If any provision of the Project shall be deemed to violate any federal or state law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state, provincial or municipal law, regulation or ordinance, or by action of an administrative agency to cease offering the Project in any jurisdiction, Sponsor reserves the right to (i) terminate the Project in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Project any and/or your entry if you reside in such jurisdiction, without penalty and without obligation to you.
10. **Publicity Release:** Acceptance of the Discount Card constitutes permission to use the person selected name, voice and likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by the Sponsor's photographer/videographer for publicity purposes, without further consent or compensation, unless prohibited by law and each such person agrees to execute any and all documents requested by the Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate the Sponsor to make use of any of the rights granted herein and the selected person waives any right to inspect or approve any such use of any and every nature and kind.
11. **Consumer Disclosure Rules:** In the event of any inadvertent errors or omissions in the structure of, or printing of any materials used in connection with, this Project, Sponsor reserves the right to terminate or amend this Project, in whole or in part, without prior notification and with immediate effect. In any such event, Discount Cards may be provided based on entries received prior to date of termination or amendment.
12. **Disputes, Claims or Actions:** Entrant agrees that any and all disputes, claims, action and causes of action arising out of or connected with this Project or the Discount Card provided and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Contra Costa County, California. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Project and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
13. **Privacy Policy:** All entries submitted become the property of the Sponsor and none will be acknowledged or returned. Sponsor and Survey Administrator collect personal information from you when you enter the Project that will be used for the administration of the Project and for research purposes. The information collected is subject to the Privacy Policy found by clicking on the Privacy Policy at the website URL posted below. **Click here to view the Privacy Policy** <http://www.BevMo.com/PrivacyPolicy>. By entering the Project, you explicitly provide consent for the use of your personal information in this manner.
14. **List of persons selected:** For a list of persons selected, send a self-addressed stamped envelope with your request to: BevMo Customer Survey Project Recipient List, PO Box 16350, Rochester, NY 14616. Request must be received by 2/24/18.