

E. & J. Brandy 2020 Sweepstakes

Official Rules

This Sweepstakes is intended for legal residents aged 21 or older of the United States (excluding Utah) and the District of Columbia only. Void where prohibited. Do not enter this Sweepstakes if you are not eligible and are not located in the United States at the time of entry.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

The E. & J. Brandy 2020 Sweepstakes (the "Sweepstakes") will commence at 10:00:00 AM Pacific Time ("PT") on September 1, 2020 ("Start Date") and end at 10:00:00 AM PT on December 31, 2020 ("End Date"). The period between the Start Date and End Date will be referred to as the ("Sweepstakes Period"). The Sweepstakes Period will be broken out into eighteen (18) separate entry pools, as set forth in the Entry Pool & Prize Chart in Section 3 below (each, an "Entry Pool"). Entries submitted past the expiration of each Entry Pool date will not be accepted and will be destroyed.

- 1. SPONSOR/ADMINISTRATOR.** The Sweepstakes is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 ("Sponsor"). The Sweepstakes is administered by Moosylvania, 7303 Marietta Ave, Maplewood, MO 63143 ("Administrator"), for Sponsor's E&J Brandy brand ("Brand").
- 2. ELIGIBILITY REQUIREMENTS.** The Sweepstakes is open to legal residents of the United States (excluding Utah) and the District of Columbia who are 21 years of age or older. VOID IN UTAH, PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Directors, officers, employees, and agents of Sponsor, Administrator and any retail licensees, authorized licensees, wholesale licensees, distributors, and each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, or other legal entities or individuals associated with the development, administration, or fulfillment of this Sweepstakes, and the immediate families of such persons (defined as spouse, child, sibling, parent, son-in-law, daughter-in-law, grandparent, so-called "step" or "half" variations of any of the preceding individuals, and all descendants and each of their respective spouses, regardless of where they live), and those living in their same households, whether or not related, are ineligible to enter, win or collect prizes in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws, regulations, and ordinances.
- 3. TO ENTER.** To enter the Sweepstakes, entrant must visit the website www.thefamily.ejbrandy.com ("Website") and complete the entry form during the Sweepstakes Period to earn one entry ("Entry"). Limit one (1) entry per person/email address per day per Entry Pool during the entire Sweepstakes Period.

To be eligible, the Entry must be in English. Your Entry must be received within the Sweepstakes Period. Entries will not be acknowledged or returned. All entries must be

posted between 10:00:00 AM PT on the Entry Pool Start Date and 10:00:00 AM PT on the Entry Pool End Date listed in the Chart below to be entered into that Entry Pool. An entry that is sent after 10:00:00 AM PT on the Entry Pool End Date will be not be counted in that Entry Pool and will be disqualified, and that entry attempt will not be eligible for the random drawing.

Entry Pools: There will be a total of 18 Entry Pools. Your Entry must be received within the Start and End Dates of an Entry Pool. Entries will not be acknowledged or returned.

Entry Pool	Start Date of Entry Pool 10:00:00 AM PT	End Date of Entry Pool at 10:00:00 AM PT
Entry Pool 1	9/1/2020	9/6/2020
Entry Pool 2	9/7/2020	9/13/2020
Entry Pool 3	9/14/2020	9/20/2020
Entry Pool 4	9/21/2020	9/27/2020
Entry Pool 5	9/28/2020	10/4/2020
Entry Pool 6	10/5/3030	10/11/2020
Entry Pool 7	10/12/2020	10/18/2020
Entry Pool 8	10/19/2020	10/25/2020
Entry Pool 9	10/26/2020	11/1/2020
Entry Pool 10	11/2/2020	11/8/2020
Entry Pool 11	11/9/2020	11/15/2020
Entry Pool 12	11/16/2020	11/22/2020
Entry Pool 13	11/23/2020	11/29/2020
Entry Pool 14	11/30/2020	12/6/2020
Entry Pool 15	12/7/2020	12/13/2020
Entry Pool 16	12/14/2020	12/20/2020
Entry Pool 17	12/21/2020	12/27/2020
Entry Pool 18	12/28/2020	12/31/2020

Sponsor and/or Administrator are not responsible for lost, late, incomplete, tampered or damaged Entries or Entries that are lost or misdirected to any Junk folder or SPAM filter. All such Entries will be ineligible.

Limit: one (1) Entry per person/email address per day per Entry Pool during the Sweepstakes Period regardless of the method of Entry. Any person, who attempts to participate by using multiple methods of Entry, multiple cellular numbers, multiple email addresses, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Administrator in its sole discretion.

Entries will be deemed to have been submitted by the authorized email account holder. The authorized email account holder is defined as the natural person who is assigned to a username by the email provider. You must enter using only an account registered in your name. Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Sweepstakes. In the event of a dispute

over who an Entry corresponds to, the authorized account subscriber or owner of the email address as of the actual time that such information was received by Administrator, will be deemed to be the entrant. Administrator may require an entrant to show proof of being the authorized account holder. Sponsor or Administrator are not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant's attempts. Sponsor or Administrator are not responsible for Entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of Entry; provided, however, that any entrant's participation in the Sweepstakes constitutes, and is deemed, such entrant's full and unconditional agreement to the Official Rules and any and all decisions of Sponsor and Administrator, which are final and binding in all respects. All entrants agree to waive any right to claim ambiguity in the Sweepstakes and/or these Official Rules. Any entrant who attempts to enter with multiple accounts or under multiple identities will be disqualified and forfeits prize won, in Sponsor or Administrator's sole discretion. Entries not in compliance with these Official Rules may be disqualified in Sponsor or Administrator's sole discretion. Entries become the property of Sponsor.

4. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be 36 total winners during the Sweepstakes Period. There will be 2 winners during each Entry Pool. Winners will be determined by random drawing conducted by Administrator on or about the end of each Entry Pool date as listed in the chart below from among all eligible Entries. Non-winning entries will NOT roll over. All decisions of Sponsor or Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend upon the number of eligible Entries received. Limit: 1 winner per household for the duration of the Sweepstakes Period.

Entry Pool	Random Drawing to Occur On or About
Entry Pool 1	9/7/2020
Entry Pool 2	9/14/2020
Entry Pool 3	9/21/2020
Entry Pool 4	9/28/2020
Entry Pool 5	10/5/2020
Entry Pool 6	10/12/2020
Entry Pool 7	10/19/2020
Entry Pool 8	10/26/2020
Entry Pool 9	11/2/2020
Entry Pool 10	11/9/2020
Entry Pool 11	11/16/2020
Entry Pool 12	11/23/2020
Entry Pool 13	11/30/2020
Entry Pool 14	12/7/2020

Entry Pool 15	12/14/2020
Entry Pool 16	12/21/2020
Entry Pool 17	12/28/2020
Entry Pool 18	1/6/2020

Winner Notification: Sponsor or Administrator will attempt to notify each potential winner ("Potential Winner") via direct message via entrant's email on or about the date of the random drawing as listed in the chart above. Potential Winner must respond within two (2) days of notification attempt. Failure to respond to notification as directed within the stated time will result in forfeiture of the prize. Awarding of any prize is subject to verification of Potential Winner's eligibility and full compliance with these Official Rules. The Potential Winner will be required to complete, sign and return an Affidavit of Eligibility and a Liability/Publicity Release Form ("Affidavit and Release") within two (2) days of receiving the Affidavit and Release from Sponsor or Administrator. Failure to return the signed Affidavit and Release within two (2) days following the date of delivery thereof may result in forfeiture of the prize. If any Potential Winner cannot be contacted as specified above, or if Potential Winner fails to return the signed Affidavit of Eligibility by the deadline specified above, or if a Potential Winner is deemed ineligible for any other reason in Sponsor or Administrator's sole discretion, the Potential Winner will be disqualified and an alternate winner may, at Sponsor or Administrator's sole discretion, be randomly selected in his/her place from among all remaining eligible Entries, time permitting.

5. **PRIZE(S) AND APPROXIMATE RETAIL VALUE ("ARV").** There will be 36 prizes total; 2 prizes per Entry Pool. Each prize will consist of one E. & J. Holiday Prize Box. Total ARV of each prize is \$45.00. Total ARV of all the prizes to be awarded in this Sweepstakes is \$1,620.00. Alcohol is not included as part of any prize. Prize will be sent to address provided by winner after winner is verified and returns the completed Affidavit and Release. No PO boxes permitted. Unclaimed or returned prizes will not be awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of the prize. Incidental expenses and all other costs and expenses which are not specifically listed as part of the prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the winner. If any part of the prize becomes unavailable for any reason, Sponsor will not be responsible to award that part of the prize. Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the prize. PRIZE IS AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. Prize is nonassignable, nonsubstitutable, and nontransferable. Notwithstanding the foregoing, Sponsor may, at its sole discretion, substitute cash or a prize of equal or greater monetary value.
6. **INTERNET.** If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way,

electronically or otherwise, the Sponsor reserves the right to cancel, suspend, terminate or modify the Sweepstakes.

- 7. LICENSE TO ENTRY.** By submitting an Entry, you irrevocably grant Sponsor and its designated agents the royalty-free right throughout the world in perpetuity to use, re-use, copy, publish, copyright, republish in whole or in part, edit, add to, modify, and rearrange the Entry in whatever media now known or hereafter developed, for use in the advertising and promotion of Sponsor and Sponsor's products without further permission, approval, consideration or payment to the you, except where prohibited by law. You agree to sign any document requested by Sponsor to further confirm this license.
- 8. LIMITATIONS OF LIABILITY AND RELEASES.** No liability or responsibility is assumed by Sponsor from entrant's participation in, or attempt to participate in, the Sweepstakes. Sponsor is not responsible for any typographical errors in the information provided by entrants, or in the announcement of prizes or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor and/or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Sweepstakes and/or accepting any prize, each entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor and Administrator, or their respective designated agents, which are final and legally binding in all respects, and agrees to waive any right to claim any ambiguity in these Official Rules. The entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials and mail submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that Sponsor, Administrator, and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Released Parties") shall have no liability whatsoever, and each entrant agrees to release, indemnify and hold harmless the Released Parties for, any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of any prize, or participation in this Sweepstakes or participation in any Sweepstakes-related activities and further acknowledges that said Released Parties 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 any prize awarded in connection with the Sweepstakes.

In such event, Sponsor, at its discretion, may select winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring termination, cancellation or suspension of this Sweepstakes. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware or software failures of any kind, traffic congestion in any networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed transmissions, whether caused by Sponsor, users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by technical or human error which may occur and/or which may damage Sponsors' ability to receive or store Sweepstakes data, or which may damage

an entrant's system in connection with the selected method of Entry, or which may otherwise limit any entrant's ability to participate and/or redeem the prizes in the Sweepstakes. In the event that any entrant's Entry attempt is not successfully received by Sponsor, that entrant's sole remedy shall be to attempt to enter the Sweepstakes once again during the Sweepstakes Period. Sponsor and Administrator reserve the right at its sole discretion, to disqualify any individual who tampers with the Sweepstakes, or the operation of the Sweepstakes, or who enters using any automatic or programmed Entry duplication method, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Sweepstakes.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

By accepting the prize, the winner agrees that Sponsor may use any and all such winners' names, cities and/or states of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the Sweepstakes, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Should winner make any false statement in any document referenced herein, the winner will be required to promptly return to Sponsor the awarded prize(s) received.

- 9. GOVERNING LAW & JURISDICTION.** Except where prohibited, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant, Sponsor, Administrator, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction. Entrants agree that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prize, shall be filed only in the state courts with jurisdiction over Stanislaus County, California or in federal courts in the Eastern District of California, and the entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

10. PRIVACY. Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling the prize, and by entering this Sweepstakes you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://www.gallo.com/legal/privacy>.

11. OFFICIAL RULES/WINNERS LIST. For confirmation of the winners' names (first initial, last name) and city of residence or official rules, send an email to social@ejbrandyus.net by February 5, 2021. Include the name of this Sweepstakes "E. & J. Brandy SOND 2020 Sweepstakes" and specify "Winners List" or "Official Rules" in the subject line.

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ABBREVIATED RULES.

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of the United States (excluding Utah) and the District of Columbia who are 21 or older. Void where prohibited. Starts at 10:00:00 AM PT on 9/1/20 and ends at 10:00:00 AM PT on 12/31/20. To enter, visit www.thefamily.ejbrandy.com and follow the [instructions to submit your entry](#). To receive a copy of the Winners List or Official Rules, email social@ejbrandyus.net with the name of this Sweepstakes "E. & J. Brandy SOND 2020 Sweepstakes" and either "Winners List" or "Official Rules Request" in the subject line. Sponsor: E. & J. Gallo Winery.