

E. & J. BRANDY SHELF 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 Shelf Sweepstakes (the "Sweepstakes") will commence at 12:00:00 AM Pacific Time ("PT") on 2/15/2021 ("Start Date") and end at 11:59:59 PM PT on 1/31/2022 ("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 twelve (12) separate entry pools, as set forth in the Entry Pool & Prize Chart ("Chart") in Section 3 below (each, an "Entry Pool"). Entries submitted past the expiration of each Entry Pool date will not be accepted.

- 1. SPONSOR/ADMINISTRATOR.** The Sweepstakes is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 ("Sponsor"). 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, visit thefamily.ejbrandy.com ("Website") and comment on the blog post on the Website's "E&J Shelf" page for that Entry Pool ("Entry"). Winners will be drawn randomly from those comments. Limit of one (1) entry per Entry Pool per day. Limit: (1) Entry per person/email address per day. All entries must be posted by 11:59:59 PM PT by the Entry Pool End Date listed in the Chart below to be entered into that Entry Pool. Any entry that is sent after 11:59:59 PM PT on January 31, 2022 will be disqualified, and that entry attempt will not be eligible for the random drawing.

To be eligible, the Entry must be in English. Posts or comments that are not visible to Sponsor or Administrator will not be entered into the Sweepstakes. Entries will not be acknowledged or returned. Entries become the property of Sponsor upon posting.

Entry Pools: There will be a total of 12 Entry Pools. Your Entry must be received within the dates of an Entry Pool.

Entry Period	Start Date	Start Time	End Date	End Time	Prize	# of Winners	ARV
2/15/21 – 2/28/21	2/15/21	12:00:01 AM PST	2/28/21	11:59:59 PM PST	E&J T-Shirt	2	\$20
3/1/21 – 3/31/21	3/1/21	12:00:01 AM PST	3/31/21	11:59:59 PM PST	E&J Miniature Basketball Hoop	2	\$20
4/1/21 – 4/30/21	4/1/21	12:00:01 AM PST	4/30/21	11:59:59 PM PST	E&J <u>Jugr</u> naut T-Shirt	2	\$30
5/1/21 – 5/31/21	5/1/21	12:00:01 AM PST	5/31/21	11:59:59 PM PST	E&J Spiced Glass and Coaster Set	6	\$25
6/1/21 – 6/30/21	6/1/21	12:00:01 AM PST	6/30/21	11:59:59 PM PST	E&J <u>Jugr</u> naut Shorts	2	\$30
7/1/21 – 7/31/21	7/1/21	12:00:01 AM PST	7/31/21	11:59:59 PM PST	E&J Throwback Set (Fanny pack + Bucket Hat)	1	\$50
8/1/21 – 8/31/21	8/1/21	12:00:01 AM PST	8/31/21	11:59:59 PM PST	E&J Jersey and Basketball Shorts	1	\$60
9/1/21 – 9/30/21	9/1/21	12:00:01 AM PST	9/30/21	11:59:59 PM PST	E&J Spiced Hat	4	\$15
10/1/21 – 10/31/21	10/1/21	12:00:01 AM PST	10/31/21	11:59:59 PM PST	E&J Sweatshirt	2	\$50
11/1/21 – 11/30/21	11/1/21	12:00:01 AM PST	11/30/21	11:59:59 PM PST	E&J Spiced Track Suit	2	\$80
12/1/21 – 12/31/21	12/1/21	12:00:01 AM PST	12/31/21	11:59:59 PM PST	E&J Beanie	4	\$15
1/1/22 – 1/31/22	1/1/22	12:00:01 AM PST	1/31/22	11:59:59 PM PST	E&J <u>Boomcase</u> Speaker	1	\$250

All decisions of Sponsor and 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: one (1) winner per household across all Entry Pools.

Entries will be deemed to have been submitted by the authorized email account holder. The authorized account holder is defined as the natural person who is assigned to an email. You must enter using only an account registered in your name. The potential winner may be required to provide Administrator with proof that he/she is the authorized account holder of the account associated with the winning Entry. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Entrants may not create or enter with multiple accounts. 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.

- 4. SWEEPSTAKES ENTRY CRITERIA.** In addition to the above requirements, each Entry must meet the following content restrictions:
- The Entry must be your original work, created solely by you and all rights owned solely by you, and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright or trademark infringement;
 - The Entry must not contain sexually explicit content, violence or objectionable material that Sponsor or Administrator determines in its sole discretion is inappropriate, indecent, obscene, abusive, hateful, tortuous, defamatory, slanderous, libelous or offensive;
 - The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - The Entry must not contain material that is unlawful, in violation of or contrary to any applicable laws, rules or regulations. The Entry must not contain any personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your Entry, you acknowledge and agree that such information will be disclosed publicly and you are solely responsible for any consequences thereof.
 - The Entry must not contain any commercial content or logos for which the entrant does not have the rights to grant Sponsor's unlimited use of the content.
 - The Entry may not have been previously published and must not have won previous awards.
 - The Entry must abide by, and entrant agrees to abide by, the Sponsor's Terms of Use and Privacy Policy, as determined in Sponsor's sole discretion. Links to each of these policies are located at: <https://www.ejbrandy.com/legal/use-agreement/> and <https://www.ejbrandy.com/legal/privacy-policy/>.

5. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be twenty-nine (29) total winners during the Sweepstakes Period. Winners will be determined by random drawing conducted from among all eligible Entries by Administrator on or about the end of each Entry Pool date as listed in the chart below. Non-winning entries from any Entry Pool will NOT roll over to any subsequent Entry Pool random drawings. 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.

Entry Period	Random Drawing to Occur On or About
2/15/21-2/28/21	3/1/21
3/1/21-3/31/21	4/1/21
4/1/21-4/30/21	5/1/21
5/1/21-5/31/21	6/1/21
6/1/21-6/31/21	7/1/21
7/1/21-7/31/21	8/1/21

8/1/21-8/31/21	9/1/21
9/1/21-9/30/21	10/1/21
10/1/21-10/31/21	11/1/21
11/1/21-11/30/21	12/1/21
12/1/21-12/31/21	1/1/22
1/1/22-1/31/22	2/1/22

Winner Notification: Sponsor or Administrator will attempt to notify each potential winner (“Potential Winner”) via email. The Potential Winner will be notified on or about the date of 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.

- 6. PRIZE(S) AND APPROXIMATE RETAIL VALUE (“ARV”).** There will be 29 prizes during the Sweepstakes Period. Quantity and type of Prize will differ depending on the Entry Pool. The number, ARV, and description of each prize is described in the Entry Pool chart above. Total ARV of the prizes to be awarded in this Sweepstakes is \$1,090.00. Coogie, Boomcase, and Jugrnat are not associated with or a sponsor of this Sweepstakes. 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.

- 7. 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.

- 8. 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.
- 9. 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.

- 10. 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.

11. 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>.

12. WINNERS LIST/OFFICIAL RULES. For confirmation of the winner's names (first initial, last name) and city of residence, or for a copy of these Official Rules, send an email to social@ejbrandys.net (must be received by 3/31/2022). Include the name of this Sweepstakes "E. & J. Brandy Shelf Sweepstakes" and specify either "Winners List" or "Official Rules" in the subject line.

©2021 E. & J. Distillers, Modesto, CA. All rights reserved.

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 12:00:00 AM PT on 2/15/21 and ends at 11:59:59 PM PT on 1/31/22. To enter, visit thefamily.ejbrandy.com, follow the instructions to submit your entry on the "E. & J. Shelf" blog post. Subject to Official Rules. To receive a copy of the Official Rules, send an email with the name of this Sweepstakes "E. & J. Brandy Shelf Sweepstakes", in the subject line and "Official Rules Request" to social@ejbrandys.net. Sponsor: E. & J. Gallo Winery.