

NEW AMSTERDAM VODKA NHL© STANLEY CUP FINAL 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 New Amsterdam Vodka NHL© Stanley Cup Final Sweepstakes (the "Sweepstakes") will commence at 12:00:00 AM Pacific Time ("PT") on April 1, 2021 ("Start Date") and end at 11:59:59 PM PT on May 31, 2021 ("End Date"). The period between the Start Date and End Date will be referred to as the ("Sweepstakes Period").

- 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 New Amsterdam Vodka 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, directors, officers, employees or agents of the National Hockey League (the "NHL"), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities, collectively, the "NHL Entities"); 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, entrant must visit www.newamsterdamvodka.com/stanleycup and follow the instructions to complete and submit the entry online. All submissions must be received by 11:59:59 PM PT on May 31, 2021 to be eligible for entry into the Sweepstakes. Once entrant has completed the foregoing, he/she will have earned one (1) Entry into the Sweepstakes.

To be eligible, the Entry must be in English. 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. Entries will not be acknowledged or returned.

Limit: one (1) Entry per person/email address/cellular number during the entire 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.

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 of the cellular account used to enter the Sweepstakes (or 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. The "authorized account subscriber" is defined as the natural person who is assigned the cellular telephone number (or email address) by the cellular telephone network associated with the cellular phone number (or by the internet service provider associated with the email address) used to enter the Sweepstakes. 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. In the event Sponsor or Administrator is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's and/or Administrator's control (each a "Force Majeure Event"), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize.

Entries will be deemed to have been submitted by the authorized account holder. The authorized account holder is defined as the natural person who is assigned to an email address or cellular number. 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. Entries become the property of Sponsor.

4. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be one winner. Winner will be determined by random drawing conducted by Administrator on or about June 1, 2021 from among all eligible Entries. 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: 1 winner per household.

Winner Notification: Sponsor or Administrator will attempt to notify the potential winner ("Potential Winner") via e-mail on or about June 1, 2021. 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 one grand prize. The grand prize will be a trip for winner and 1 guest (all age 21 or older) to Game 1 of the Stanley Cup Final. The grand prize will include round-trip coach airfare for winner and 1 guest (all age 21 or older) from a major airport near the winner's residence, private airport transfers to and from the winner's residence, 1-night hotel accommodations in a hotel of Sponsor's choice, and 2 tickets to the NHL Stanley Cup Game 1. Total ARV of the prize(s) to be awarded in this Sweepstakes is \$3,200. ARV may fluctuate depending on actual costs. NHL is not associated with or a sponsor of this Sweepstakes. Tickets are subject to the terms set by the issuer. 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. Prize winner and guest (all aged 21 or older) must attend the trip on the date as specified by Sponsor or Administrator. Guest must complete a Travel Companion Affidavit And Liability Release Form and submit it to Sponsor or Administrator before the prize is awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of the prize, including without limitation travel details, transportation (including airline and ground transportation), accommodations, and restrictions or conditions for travel. Winner is responsible for any and all expenses and incidental travel costs not expressly stated herein as part of the prize, including but not limited to, meals and beverages not specified as part

of the prize, in-room charges (e.g., mini-bar, room service, telephone, internet, movies), gratuities, travel upgrades, baggage fees, and personal incidentals. Winner will be required to provide a valid major credit or debit card upon hotel check-in and all in-room charges including but not limited to those defined above will be charged to winner's major valid credit or debit card provided.

Sponsor cannot guarantee that prize winner and/or guest will not become infected with COVID-19 in connection with acceptance of the prize, which includes travel and event attendance. Traveling or visiting the event could increase prize winner and/or guests risk of contracting COVID-19. By participating in the prize, each of prize winner and guest acknowledges the contagious nature of COVID-19 and voluntarily assumes all risks that he/she may be exposed to or infected by COVID-19 in connection with prize and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Prize winner and guest are solely responsible for taking any and all precautions to avoid contracting COVID-19.

Advanced reservations are required. Airline tickets and travel are subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers. Sponsor, Administrator, and the Released Parties are not responsible for any fees or additional charges resulting from Winner's change(s) to itinerary or accommodations. Winner is solely responsible for obtaining all necessary travel documents prior to travel and the associated costs for these requirements. Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any air carrier, hotel, or other transportation company or any other person providing any of these services and accommodations. Sponsor, Administrator, and the Released Parties shall not be liable for any loss or damage to baggage. Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellation or delay of Game 1 of the Stanley Cup Finals for any reasons, including but not limited to, COVID-19. 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. Winner will receive an IRS Form 1099-MISC for the ARV of the prize.

- 6. EVENT CONDUCT.** Winner and his/her guest conduct will be under the supervision of Sponsor or Administrator and its event representatives ("Event Staff") whose decisions are final and binding in all aspects relating to the event. Winner and his/her guest may be removed from event premises at the sole discretion of the Sponsor, Administrator, or Event Staff for any reason at any time, including but not limited to the advice of the Event Staff, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, or for any unhealthy, unlawful, unsafe, or inappropriate act. If winner or guest who in the opinion of the Sponsor, Administrator, or Event Staff is considered a physical or mental

threat to the well-being of any person, he/she may be removed from the event premises. Any act performed by winner or guest defined by federal, state or local statute or ordinance as constituting a criminal act may result in removal from event premises. At the sole discretion of the Sponsor, Administrator, and Event Staff, if winner or guest uses profanity, or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsor, Administrator and/or Event Staff shall have the right to remove that individual from event premises. At the sole discretion of the Sponsor, Administrator and Event Staff, if winner or guest creates the potential for death, disability, injury and/or property damage during the event, the Sponsor, Administrator and/or the Event Staff, shall have the right to remove that individual from event premises.

- 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, NHL Entities, 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, the NHL Entities, 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. NO TWITTER/FACEBOOK/INSTAGRAM ASSOCIATION.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or Instagram. You understand that you are providing your information to Sponsor, not to Twitter, Facebook or Instagram. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to Twitter, Facebook or Instagram.
- 12. 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://newamsterdamspirits.com/privacy>.
- 13. WINNER NAME AND OFFICIAL RULES.** For the name (first initial and last name) and city of residence of the winner (must be received by 7/31/2021), send an email to info@newamsterdampromotions.com. Include the name of this Sweepstakes "New Amsterdam Vodka NHL® Stanley CUP Final" and specify "Winners List" or "Official Rules" in the subject line.

© 2021 New Amsterdam Spirits Company, Modesto CA. All rights reserved.