## THE PARTNERS IN WINE LABEL SWEEPSTAKES OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES AWARDED AS PART OF THE PRIZE.

#### OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING ALABAMA AND UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST TWENTY-ONE (21) YEARS OLD AT THE TIME OF ENTRY.

# VOID IN UTAH, PUERTO RICO, ALL OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The Partners In Wine Label Sweepstakes ("Sweepstakes") is sponsored by Treasury Wine Estates Americas Company ("Sponsor"), 555 Gateway Drive, Napa, CA 94558 and is administered by Prize Logic, LLC ("Administrator"), Two Towne Square, Suite 200, Southfield, MI 48075.

- 1. SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00 PM Eastern Time ("ET") on January 5, 2023 and ends at 11:59:59 PM ET on February 28, 2023 ("Sweepstakes Period"). Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY: The Sweepstakes is offered only to legal residents of the fifty (50) United States (excluding Alabama and Utah) and the District of Columbia who are at least twenty-one (21) years of age at the time of entry ("Entrant"). Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities"), and each of their immediate family members (e.g., spouse, parent, sibling, child, and their respective spouses and the "steps" of each, all lineal descendants, including those by adoption, regardless of where they reside) and persons living in the same household of each, whether or not related, state alcoholic beverage manufacturers, distributors, and retailers and the employees and immediate family members (as defined above) of manufacturers, distributors and retailers, employees of state or local alcohol beverage agencies are not eligible to enter or win. This Sweepstakes is void in Alabama, Utah, Puerto Rico, all other United States territories and possessions, and where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein. If an Entrant participates via a mobile device, message and data rates may apply. Not all cellular phone providers carry the service necessary to participate in this Sweepstakes through a mobile device. If entering using a mobile device, please check your mobile device's capabilities for specific web enabled browsing instructions and pricing plans. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Sweepstakes, an Entrant's residential address and e-mail address will be the physical address or e-mail addresses.

**3. HOW TO ENTER THE SWEEPSTAKES:** An eligible entrant must have registered and created a 19 Crimes Infamous Insiders Loyalty Program account. Creating an account is free. If an entrant does

not have an account then he/she must visit <u>https://19crimes.com/rewards</u> ("Website") and complete and submit the registration form, including, but not limited to: his/her first and complete last name (no initials), phone number, city, state, and agreement to the 19 Crimes Infamous Insiders Loyalty Program Official Terms and Conditions.

After creating an account or logging-in, an eligible entrant may visit the Website and follow the links and instructions to visit the Sweepstakes page and agree to these Official Rules. Eligible entrants may follow the links and instructions to create a personalized wine label ("Label") by either uploading a photo or using the provided images. Photo must be in one of the following formats: .JPEG, .JPG, .GIF, or .PNG; Photo must not exceed 10 MB. Entrant will automatically receive an entry into the Sweepstakes upon creating a Label. Limit: Each entrant can create one (1) Label and receive one (1) Sweepstakes entry during the Sweepstakes Period. Upon creating a Label, entrant will be sent two (2) of the Labels that he/she designed.

Labels will be mailed to entrant at the address provided during registration up to six (6) to eight (8) weeks after submission and verification.

Entrant understands that he/she is creating a Label for his/her own personal use. No compensation will be provided by the Sponsor or any of its affiliates, in any way or form. Each Label created must comply with these Official Rules, including the Label Guidelines and Requirements set forth below. By creating a Label, entrant hereby agrees to be bound by these Official Rules and the decisions of Sponsor regarding the administration of the Sweepstakes. Further, entrant grants Sponsor and its agents an unlimited, worldwide, irrevocable, perpetual license and right, but not obligation, to publish, reproduce, exhibit, use, publicly display, distribute, edit, crop or otherwise exploit and create derivative works of the Label (as well as any name or likeness embodied therein) in any way, in any and all media, now known or hereafter devised, without limitation, and without further consideration or approvals. Each entrant waives any intellectual property rights, publicity/privacy rights or other legal or moral rights relating to such use. BY CREATING A LABEL, ENTRANT AGREES THAT THE PHOTO, ALONG WITH HIS/HER FIRST NAME, AND LAST INITIAL, MAY BE POSTED ON THE WEBSITE, OTHER SOCIAL MEDIA PLATFORMS, INCLUDING BUT NOT LIMITED TO OTHER PAGES ON FACEBOOK, TWITTER, ETC., THE INTERNET, TELEVISION, RADIO, AND PRINT AT SPONSOR'S SOLE DISCRETION, AND ENTRANTS ACKNOWLEDGE THAT THEIR LABELS MAY BE REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR AND THE SWEEPSTAKES ENTITIES SHALL NOT BE LIABLE.

## LABEL GUIDELINES AND REQUIREMENTS: Each Label:

- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the Sweepstakes and administration of this Sweepstakes;
- Must not include any personally identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, as respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Sweepstakes;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain and imagery appealing to children and minors;

- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - a. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - b. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - c. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
  - d. underage drinking;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Photo was created.

Sponsor reserves the right to refuse to print any Labels that run afoul of Sponsor's brand image or includes any of the prohibited images or associations identified above.

**NOTE:** During the Sweepstakes Period, an entrant may receive a link to the Website by scanning the QR code on select Sweepstakes print advertising. An entrant may center the QR code in the camera and scan the QR code. Once completed, the entrant will receive a link to the Website, and may follow the steps noted above to participate in the Sweepstakes. An entrant cannot participate solely by scanning the QR code.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN THE PRIZE IN THIS SWEEPSTAKES.

Each entrant is limited to receiving no more than one (1) Sweepstakes entry during the Sweepstakes Period. If more than the stated number of entries is received from the same person, telephone number and/or e-mail address during the Sweepstakes, the entries may, at the Sponsor's sole discretion, be disqualified.

4. RANDOM DRAWING: On or about March 1, 2023 the Administrator will randomly select one (1) potential Sweepstakes winner from all eligible entries received during the Sweepstakes Period. The winner is deemed to be a potential winner, pending verification of the Entrant's eligibility and compliance with these Official Rules, as determined by Sponsor or Administrator, in their sole and absolute discretion.

## 5. PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prize (1): The prize is a trip for winner and one (1) guest (age twenty-one [21] or older) to Sydney, Australia ("Prize"). Trip includes round-trip coach class air transportation from a major commercial airport near winner's residence to Sydney, Australia for winner and one (1) adult guest, seven (7) nights hotel standard accommodations (single room/double occupancy), \$500 (for winner only), ground transportation to and from airport and hotel in Australia. Winner's guest must be twenty-one (21) years of age or older. If the winner elects to travel or partake in the Prize without a guest, no additional compensation will be awarded to the winner. Winner and guest must travel within

one (1) year of Prize being awarded or Prize will be forfeited. Winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the Prize will not be awarded. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this Prize. Travel must be booked at least seven (7) days in advance. Guest of winner must sign and return a travel liability release before travel will be booked. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Prize is canceled. postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the Prize, minus any unavailable event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of an event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. No more than one (1) Prize will be available in the Sweepstakes. The ARV of the Prize is \$10,000.

- **B. Odds of Winning:** The odds of winning the Sweepstakes Prize depend upon the number of eligible entries received during the Sweepstakes Period.
- **c. General:** Limit one (1) Prize per person/household. In no event will more than one (1) Prize be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received.
- 6. HOW TO CLAIM THE PRIZE: The potential winner will be notified via e-mail by Sponsor or its authorized designee at the e-mail address provided at the time of registration. The potential winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim his/her Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If the potential winner is disgualified or found to be ineligible not in compliance with these Official Rules, or declines to accept the Prize, the Prize may be forfeited, and, in Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. Upon verification, the winner will be contacted for Prize fulfillment. Any portion of the Prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Prize won. Sponsor will issue an IRS Form 1099-MISC for the winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including, without limitation, e-mails that are not received because of the

winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive the Prize is non-assignable and non-transferable and no Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute the Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason. The Prize will only be awarded to a verified winner.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative,

printing, production, computer, typographical, mechanical, or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, more winners stated on any Sweepstakes related materials, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prize will be awarded in a random drawing from among all verified Prize claims received.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 8. DISPUTES: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES, SHALL BE RESOLVED BY ARBITRATION IN NAPA, CA BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NAPA COUNTY, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY POLICY: Any personally identifiable information collected during a entrant's participation in the Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for the sole purposes of the proper administration and fulfillment of the Sweepstakes as described in these Terms and Conditions, in accordance with Sponsor's Privacy Policy as stated at: <u>https://www.tweglobal.com/privacy</u>.
- 10. PUBLICITY RIGHTS: By participating in the Sweepstakes and/or accepting the Prize, each Entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might

have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disgualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such 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 (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE. THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNER LIST: For the names of winners, send a self-addressed, stamped envelope postmarked after to: The Partners In Win Label Sweepstakes Winner List Request, PO Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by May 28, 2023.

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