OFFICIAL RULES 2024 JUSTIN SUMMER SWEEPSTAKES

ENTRY INTO THE <u>2024 JUSTIN SUMMER SWEEPSTAKES</u> ("<u>SWEEPSTAKES</u>") CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES ARE INCLUDED IN ANY PRIZE. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER PROMOTION ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. VOID WHERE PROHIBITED BY LAW AND OUTSIDE OF THE 50 UNITED STATES AND DC.

SWEEPSTAKES ENTRY DATES: Overall Sweepstakes begins August 21, 2024, at 12:01 a.m. Pacific Daylight Time ("PDT") and ends on September 24, 2024, at 11:59 p.m. PDT ("Sweepstakes Period"). Sponsor's computer is the official time keeping device for the Sweepstakes.

WHO MAY ENTER: The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 21 years of age at time of entry ("Entrant"). Void outside the United States (50 States + District of Columbia) and where prohibited or restricted by law. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Employees, directors, and officers of JUSTIN Vineyards & Winery LLC ("Sponsor") and their parent, affiliates, subsidiaries, advertising and promotion agencies, or any other party associated with the development or administration of this Sweepstakes, and their immediate family members (parent, spouse, sibling, child, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related (collectively, the "Promotion Entities"), are not eligible to enter or win the Sweepstakes. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify eligibility qualifications of the winner.

HOW TO ENTER: During the **Sweepstakes** Period, an **Entrant** must visit https://www.justinwine.com/campaign/summer-sweepstakes-sign-up, complete the Sweepstakes entry form with their name, email, date of birth, and phone number, accept the Official Rules and Sponsor's Privacy Policy, and submit the form to earn one (1) entry into the Sweepstakes ("Entry"). Standard Internet access, phone, and usage charges imposed by your online or phone service may apply. If you are entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

Limit of one (1) Entry per Entrant throughout the Sweepstakes Period. To enter, you must (i) follow the Entry instructions and (ii) provide any required information requested. Entering the Sweepstakes constitutes your consent for Sponsor and its affiliates and subsidiaries to use your information to send you marketing communication, promotions and special offers they feel may be of interest to you subject to the terms of Sponsor's Privacy Policy. You may opt-out from receiving further marketing communication from Sponsor by following opt-out instructions sent by Sponsor. Any Entry that does not include all required information and adhere to the foregoing and following requirements will be void and will not be considered in this Sweepstakes.

You understand that you are providing your information to Sponsor. The information you provide will only be used for the administration of this Sweepstakes or and in accordance with these Official Rules.

CONDITIONS OF ENTRY: All Entries must be received by 11:59 p.m. PDT on September 24, 2024 to be eligible for the Prize. For purposes of these Official Rules, "receipt" of an Entry occurs once all Entry requirements are met.

<u>Use of Entries and Names</u>: By submitting an Entry, Entrant: (a) grants a license to Sponsor and its designees to use Entrant's name (first name, last initial) on the Sponsor's websites (including <u>www.justinwine.com</u>) or any other website related to the Sweepstakes, or to use the Entry at any time or times, in any media, and Entrant shall have no right of notice, review or approval of any such use of the Entry and/or his/her name; and (b) acknowledges and agrees that the Entry and/or his/her name, image or likeness may be used in whole or in part, alone or in combination with other works, and that the Entry may be changed or modified, as solely determined by Sponsor or its designees (other than for the Sweepstakes itself).

Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion.

RELEASES: By entering the Sweepstakes, Entrants agree to release and hold harmless the Promotion Entities, any prize providers, and each of their respective parents, affiliates, subsidiaries and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") from and against any claim, cause of action, liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, or any claims based on publicity rights, defamation or invasion of privacy, to Entrant or any other person or entity arising out of, in whole or in part, directly or indirectly, participation in this Sweepstakes, or the acceptance, possession, use or misuse of any prize (including any travel or activity related thereto), the substitution of a prize in accordance with these Official Rules, the administration of the Sweepstakes, the operation of the Sweepstakes and the various methods of Entry or the Released Parties' use of any of the rights granted herein. Entrant will indemnify and hold harmless the Released Parties from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of its representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

DRAWING: Potential winner will be selected in a random drawing held on or around September 25, 2024 from all eligible entries received. Odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION: The potential winner of the Prize will be notified on or around September 25, 2024.

The potential winners will be notified via email, and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release as well as any other documents which may be required by Sponsor, all of which must be received fully-executed within seven (7) days of date printed on notification or he/she may be disqualified. If after three (3) attempts to contact a potential winner, Sponsor has been unable to do so, he/she will be disqualified. In the event it is determined that a winner has not complied with these Official Rules, has failed to execute and return any required documents within the specified time period, has made false statements or prize notification is returned as undeliverable, then such winner will be disqualified. Should a winner make any false statement(s) in any document required by Sponsor or prize supplier, such winner will be disqualified and required to promptly return to Sponsor the value of his/her prize. If a potential winner is disqualified for any reason,

or if any potential winner declines or refuses their prize, at Sponsor's discretion and time permitting, any runner up may be declared the alternate winner. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion. All prize awards are subject to verification of eligibility as determined by Sponsor in its sole discretion and strict compliance with these Official Rules.

PRIZE: There will be one (1) Sweepstakes Winner. The Sweepstakes Winner will receive:

- One (1) Grand Prize will be awarded. Approximate Retail Value ("ARV"): \$185 USD.
 - o One (1) \$50 USD Visa eGift Card
 - One (1) Pair of JUSTIN Wine Glasses
 - One (1) Box of JUSTIN Chocolate Truffles
 - One (1) JUSTIN Laguiole Corkscrew
 - o One (1) JUSTIN Sea Salt and Coconut Scented Candle

Actual value of the Prizes may vary depending on fluctuations in price for any portion(s) of the Prizes, product availability, Sweepstakes winner location, local taxes, and other circumstances. Any difference between the stated ARV and actual value of the Prize will not be awarded as cash or cash equivalent. Terms and conditions apply to gift card; see gift card for details.

<u>Terms and Conditions</u>: Except where prohibited, an Entrant eligible to win a Prize may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release ("Affidavit/Release") and, if applicable, an IRS W-9 form for tax purposes as well as any other documents which may be required by Sponsor. The Released Parties will be held harmless from any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize.

TOTAL ARV OF ALL PRIZES TO BE AWARDED IN THIS SWEEPSTAKES IS US \$185 USD.

All prizes are awarded by Sponsor. All prize details are at Sponsor's sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner is solely responsible for all federal, state and local taxes (including income and withholding taxes) and any other expenses, costs or fees associated with acceptance and/or use of the prizes not specified herein as being awarded. Winner may not substitute, assign or transfer prizes or redeem prizes for cash, credit or merchandise except as specified; provided, however, that Sponsor reserves the right, at its sole discretion, to substitute a prize (or any portion thereof) with one of comparable or greater value. LIMIT OF ONE (1) PRIZE PER PERSON FOR THE ENTIRE SWEEPSTAKES. Additional restrictions may apply.

GENERAL CONDITIONS: Winning constitutes permission (except where prohibited by law) for Sponsor and its designees to use a winner's name, hometown, likeness, prize won, and photo and video (all at Sponsor's discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission to or from winner. The Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Entries or votes; all of which will be void. The Released Parties are also not responsible for problems uploading or downloading any Sweepstakes-related information or materials from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Entry or vote to be received by Sponsor on account of technical problems, traffic, congestion on the

internet or the web site, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit a Entrant's ability to participate in this Sweepstakes. The Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the submitting or tabulating of votes, the announcement of the prizes or in any Sweepstakes -related materials. Mass Entries or Entries or votes generated by a script, macro or use of automated devices will be disqualified. Sponsor reserves the right to modify, suspend or terminate the Sweepstakes in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Sweepstakes and, if terminated, at Sponsor's discretion, determine the winner using all non-suspect, eligible Entries received up to time of cancellation. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of Entry will be deemed to be the Entrant and must comply with these Official Rules. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Sponsor reserves the right at its sole discretion to disqualify any individual (and void his/her Entry) it finds to be tampering or have tampered with the Entry or voting process or the operation of this Sweepstakes or website, intending to annoy, abuse, threaten or harass any other Entrant, Sponsor or any of its representatives or to otherwise be acting in violation of these Official Rules. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER SUCH REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY SUCH ENTRANT FROM THE SWEEPSTAKES.

MISCELLANEOUS CONDITIONS: By participating in the Sweepstakes, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes, and (iii) agree to receive electronic communications from Sponsor, as well as any information or promotional material that Entrants opt-in to receive. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules and void all associated Entries.

ARBITRATION AND CHOICE OF LAW: Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights

and obligations of Entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA without regard to California's choice of law rules.

WINNERS LIST: If you would like a copy of these official rules and/or the winners list (available after September 25, 2024), please send a self-addressed stamped envelope by no later than December 31, 2024 to: **2024 JUSTIN SUMMER SWEEPSTAKES** Winner, c/o JUSTIN Vineyards & Winery LLC, 11444 West Olympic Blvd., Los Angeles, CA 90064.

SPONSOR: JUSTIN Vineyards & Winery LLC, 11444 West Olympic Boulevard, Los Angeles, CA 90064.

THIS SWEEPSTAKES AND THESE OFFICIAL RULES MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.