

**THE STERLING VINEYARDS GRAND RE-OPENING SWEEPSTAKES  
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.**

**OPEN ONLY TO ELIGIBLE LEGAL U.S. RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

**VOID IN UTAH, PUERTO RICO, ALL OTHER UNITED STATES TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**The Sterling Vineyards Grand Re-Opening Sweepstakes** (the "Sweepstakes") is sponsored by Treasury Wine Estates Americas Company ("Sponsor"), 555 Gateway Drive, Napa, CA 94558 and is administered by US Sweepstakes & Fulfillment Company ("Sweepstakes Administrator"), 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

By participating in the Sweepstakes, each entrant ("Entrant") unconditionally accepts and agrees to comply with, and abide by, these Official Rules and the decisions of the Sponsor and Sweepstakes Administrator, which shall be final and binding in all respects.

- 1. SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 AM Pacific Time ("PT") on Saturday, July 1, 2023 and ends at 11:59:59 PM PT on Thursday, August 31, 2023 (the "Sweepstakes Period"). Sponsor's computer is the official timekeeping device for this Sweepstakes.
- 2. ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States (excluding Utah) and the District of Columbia, who are age 21 or older at the time of entry. Void in Utah, Puerto Rico, Guam, the U.S. Virgin Islands, all other US Territories and Possessions, outside of the U.S., and wherever else prohibited by law. Employees, shareholders, directors, officers, members, successors and agents of the Sponsor, Sweepstakes Administrator (collectively, the "Sweepstakes Entities"), along with licensed alcohol wholesalers, manufacturers, distributors and retailers, their employees and immediate family members (e.g. spouse, parent, child and their respective spouses and the "steps" of each, all lineal descendants, including those by adoption, regardless of where they reside) and their parent and affiliate companies, respective subsidiaries, affiliates, advertising and promotion agencies, and/or those living in the same household of each, are not eligible

to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

- 3. HOW TO ENTER:** There is one (1) way to enter. During the Sweepstakes Period, visit [www.sterlingvineyards.com/grandopeningsweeps](http://www.sterlingvineyards.com/grandopeningsweeps) (the "Sweepstakes Website") and follow all entry instructions to complete the required fields within the entry form and submit to receive one (1) entry into the Sweepstakes (the "Entry"). There is a limit of one Entry per person per day.

Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins, and/or any other methods, including, but not limited to, Entries generated by script, macro or other automated devices will void that Entrant's Entries and that Entrant may be disqualified from the Sweepstakes. Multiple participants are not permitted to share the same email address. Incomplete entries will not be accepted and are void. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder of an e-mail address means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry.

- 4. PRIZE AND ODDS OF WINNING:** There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a trip package for two (2) people, Grand Prize winner and one (1) guest (the "Guest") to visit Sterling Vineyards in Napa, California. Trip package includes:
- Round-trip, coach-class air-transportation for Grand Prize winner and Guest to San Francisco, California from a major airport within the 50 United States nearest the winner's residence as determined by Sweepstakes Administrator;
  - Four (4) days and three (3) nights first-class hotel accommodations based on a single room with double occupancy at a hotel of Sweepstakes Administrator's choice;
  - Two (2) admissions to a Sterling Vineyards Grand Re-Opening Event in October 2023 or Sterling Vineyards experience for two (2) people in late-2023 or 2024.
  - Round-trip car transfers to/from destination airport and hotel.
  - Round-trip car transfers to/from hotel and Sterling Vineyards.

**The approximate retail value (ARV) of the Grand Prize is \$4,900.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded. **No Alcoholic Beverages are included in the prize.** Grand Prize winner's Guest must be a legal U.S. resident, 21 years of age or older.

Odds of winning will depend upon the total number of eligible Entries received.

Grand Prize is not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion.

**Grand Prize Exclusions & Conditions:** Travel is subject to availability. Sterling Vineyards Grand Re-Opening Event or Sterling Vineyards Experience are subject to availability. Trip must be booked at least two (2) months in advance and is only available until December 31, 2024. Travel arrangements must be made through an agent of the Sweepstakes Entities and on an airline carrier of Sweepstakes Entities' choice, if applicable. All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Grand Prize winner ("Winner") and Guest. Any person that participates in the trip that is not deemed to be the Guest must pay their own expenses. Winner and Guest must travel on same itinerary. Winner and Guest must have valid photo ID and any other required documentation prior to departure. Grand Prize Winner and Guest must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect, which may include providing proof that Grand Prize winner and Guest have been fully vaccinated against COVID-19. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof.

Sweepstakes Administrator will, in its sole discretion, determine which airport is closest to the Winner's home. In the event the Winner's residence is close enough to Napa, California such that air transportation is deemed by Sweepstakes Administrator, in its sole discretion, to be unnecessary, the Grand Prize will not include air transportation from such Winner's residence and no other substitution or compensation will be provided in lieu thereof. Winner and Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services,

laundry and all other optional extra services not provided in the Grand Prize). If Winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sweepstakes Entities affects the ability for Winner and Guest to redeem any portion of prize during the scheduled date and time, then the Sweepstakes Entities shall have no further obligation to the Winner and/or Guest other than to supply the remaining elements of the prize package minus the unused portion of prize. Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sweepstakes Entities are not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Winner's and Guest's transportation and such contracts shall be solely between the Winner, Guest and such transportation companies. Trip components issued in connection with the prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Winner and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries.

In the event the Winner and/or Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Winner and/or Guest home with no further obligation or compensation whatsoever to Winner and/or Guest. In the event the Winner and/or Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner and/or Guest to arrest or detention, Sponsor shall have no

obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **SWEEPSTAKES ENTITIES SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

5. **SELECTION OF WINNER:** The potential winner will be selected in a random drawing on or about **Tuesday, September 5, 2023** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor, whose decisions are final. A winner is deemed to be a potential winner, pending verification of the Entrant's eligibility and compliance with these Official Rules, as determined by the Sweepstakes Entities in their sole and absolute discretion.
6. **WINNER NOTIFICATION & VERIFICATION:** The potential winner will be notified by the Sweepstakes Administrator via email and/or phone and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Guest will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

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, shareholders, stockholders, employees, members, successors, representatives, designees, agents and assigns ("Released Parties") are not responsible for: (i) lost, late,

incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, electronic messages, 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, 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 Entrant or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; or (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 Released Parties 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 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, theft, delay, destruction, negligence or willful misconduct in connection with the Prize (or any component thereof); (d) any change in the Prize (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; or (g) 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 the winners 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 Prizes will be awarded in a random drawing from among all verified Prize claims received.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prizes, 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, and non-infringement.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

8. **DISPUTES:** Any dispute, claim or controversy arising out of or relating to this Sweepstakes, shall be resolved by arbitration in San Francisco, 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. 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 promotion 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 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 Official Rules, in accordance with Sponsor's Privacy Policy as stated at: <https://www.tweglobal.com/privacy>.

**10. PUBLICITY RIGHTS:** By participating in the Sweepstakes, and/or accepting a 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 Sweepstakes 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 an Entrant 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 Entrant's entries will be declared null and void and that Entrant will not be awarded any Prize that he/she might have been otherwise 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 disqualification of the Entrant utilizing the same. Entrant and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Sweepstakes 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 or social media handle, as applicable, submitted with such entry. "Authorized account holder"

is defined as the natural person who is (1) 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 or (2) assigned to an account by a social media platform. 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. OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by September 5, 2023, to: **The Sterling Vineyards Grand Re-Opening Sweepstakes** Official Rules Request, PO Box 654, Social Circle, GA 30025-654.

**13. WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after September 5, 2023) send a stamped, self-addressed envelope (no later October 5, 2023) to: **The Sterling Grand Re-Opening Sweepstakes** Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-654.

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