

**E&J Boomin Sweepstakes
Official Rules**

This Sweepstakes is intended for legal residents aged 21 or older of the United States (excluding Utah) and the District of Columbia only. Void where prohibited. Do not enter this Sweepstakes if you are not eligible and are not located in the United States at the time of entry.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

The E&J Boomin Sweepstakes (the "Sweepstakes") will commence at 10:00:00 AM Pacific Time ("PT") on October 1, 2018 ("Start Date") and end at 10:00:00 AM PT on December 31, 2018 ("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") and administered by Moosylvania, 7303 Marietta Avenue, Saint Louis, MO 63143 ("Administrator"), for Sponsor's E&J Brandy brand ("Brand").
- 2. ELIGIBILITY REQUIREMENTS.** The Sweepstakes is open to legal residents of the United States (excluding Utah) and the District of Columbia who are 21 years of age or older. VOID IN UTAH, PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Directors, officers, employees, and agents of Sponsor, Administrator and any retail licensees, authorized licensees, wholesale licensees, distributors, and each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, or other legal entities or individuals associated with the development, administration, or fulfillment of this Sweepstakes, and the immediate families of such persons (defined as spouse, child, sibling, parent, son-in-law, daughter-in-law, grandparent, so-called "step" or "half" variations of any of the preceding individuals, and all descendants and each of their respective spouses, regardless of where they live), and those living in their same households, whether or not related, are ineligible to enter, win or collect prizes in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws, regulations, and ordinances.
- 3. TO ENTER.** The Sweepstakes has three (3) entry periods, as described below. Participants can enter once daily during each entry period.
 1. Scan the QR code on E&J Brandy point of sale, you will then be sent a link to the Sweepstakes microsite to confirm your age, once you confirm you are 21 years old or older, you will be directed to complete an entry form to enter (the "Entry").
 2. Text "EJBOOMIN" to 444999, you will then be sent a link to the Sweepstakes microsite to confirm your age, once you confirm you are 21 years old or older, you will be directed to complete an entry form to enter (the "Entry").

3. Visit thedrop.ejbrandy.com, confirm your age, once you confirm you are 21 years old or older, you will be directed to complete an entry form to enter (the "Entry").

After completing an Entry, entrants can text the code daily without having to complete another entry form.

All text messages are autodialed and consent is not a condition of, nor a requirement of any purchase. Entrants who use text messaging to enter will be charged according to their carriers' standard messaging and data rates and entrants should contact their carriers for pricing details. Sponsor and Administrator are not responsible for any fees incurred by participating in this Sweepstakes. Check your owners' manual for specific text messaging instructions. Text messaging may not be available through all wireless carriers. By participating via text, each participant consents to receive up to four (4) autodialed text messages per text sent to short code 444999. Text "STOP" to 444999 to stop (a confirmation message will be sent).

Entry Periods

- Entry Period #1 - Enter between October 1, 2018 – October 31, 2018
- Entry Period #2 - Enter between November 1, 2018 – November 30, 2018
- Entry Period #3 - Enter between December 1 - December 31
- Grand Prize Drawing Period - Drawn from all Entries October 1 - December 31

To be eligible, the Entry must be in English and must be received within the Sweepstakes Period. Limit: one (1) Entry per person/per cellular number/email address per day. Entries will not be acknowledged or returned.

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 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 Sponsor, 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. Sponsor may require an entrant to show proof of being the authorized account holder. Sponsor is not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant's text-in Entry attempts. Sponsor is 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.

4. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be twenty (20) winners. Winners will be determined by random drawing conducted by Administrator from among all eligible Entries. Drawings will take place on or about November 1, 2018 for Entry Period #1, December 3, 2018 for Entry Period #2 and January 2, 2019 for Entry Period #3 and the Grand Prize drawing. All decisions of Sponsor or Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depends upon the number of eligible Entries received. Limit: one (1) winner per household during the Sweepstakes Period.

Winner Notification: Sponsor or Administrator will attempt to notify each potential winner ("Potential Winner") via e-mail or phone within one (1) week of each of the drawing dates. 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 twenty (20) prizes: fifteen (15) Small Barrel Speakers (ARV: \$550.00 each), four (4) Regular Barrel Speakers (ARV: \$625.00 each), and one (1) Large Barrel Speaker (ARV: \$1,500.00). Total ARV of the prize(s) to be awarded in this Sweepstakes: \$12,250.00. 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.

Incidental expenses and all other costs and expenses that are not specifically listed as part of the prize in these Official Rules and that 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. Regular and Large Barrel Speaker prize winners will receive an IRS Form 1099-MISC for the ARV of the prize.

- 6. 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.

- 7. LIMITATIONS OF LIABILITY AND RELEASES.** No liability or responsibility is assumed by Sponsor from entrant's participation in, or attempt to participate in, the Sweepstakes. Sponsor is not responsible for any typographical errors in the information provided by entrants, or in the announcement of prizes or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor and/or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Sweepstakes and/or accepting any prize, each entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor and Administrator, or their respective designated agents, which are final and legally binding in all respects, and agrees to waive any right to claim any ambiguity in these Official Rules. The entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials and mail submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that Sponsor, Administrator, and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Released Parties") shall have no liability whatsoever, and each entrant agrees to release, indemnify and hold harmless the Released Parties for, any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of any prize, or participation in this Sweepstakes or participation in any Sweepstakes-related activities and further acknowledges that said Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize awarded in connection with the Sweepstakes.

In such event, Sponsor, at its discretion, may select winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring termination, cancellation or suspension of this Sweepstakes. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware or software failures of any kind, traffic congestion in any networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed transmissions, whether caused by Sponsor, users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by technical or human error which may occur and/or which may damage Sponsors' ability to receive or store Sweepstakes data, or which may damage an entrant's system in connection with the selected method of Entry, or which may otherwise limit any entrant's ability to participate and/or redeem the prizes in the Sweepstakes. In the event that any entrant's Entry attempt is not successfully received by Sponsor, that entrant's sole remedy shall be to attempt to enter the Sweepstakes once again during the Sweepstakes Period. Sponsor and Administrator reserve the right at its

sole discretion, to disqualify any individual who tampers with the Sweepstakes, or the operation of the Sweepstakes, or who enters using any automatic or programmed Entry duplication method, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Sweepstakes.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

By accepting the prize, the winner agrees that Sponsor may use any and all such winners' names, cities and/or states of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the Sweepstakes, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Should winner make any false statement in any document referenced herein, the winner will be required to promptly return to Sponsor the awarded prize(s) received.

- 8. GOVERNING LAW & JURISDICTION.** Except where prohibited, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant, Sponsor, Administrator, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction. Entrants agree that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prize, shall be filed only in the state courts with jurisdiction over Stanislaus County, California or in federal courts in the Eastern District of California, and the entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
- 9. PRIVACY.** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling the prize, and by entering this Sweepstakes you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these

Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://www.gallo.com/legal/privacy>.

10. WINNERS LIST. For confirmation of the winners' names (first initial, last name) and city of residence, send a self-addressed, stamped envelope to the Administrator located at Moosylvania, 7303 Marietta Avenue, Saint Louis, MO 63143, by February 4, 2019.

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ABBREVIATED RULES.

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of the United States (excluding Utah) and the District of Columbia who are 21 or older. Void in Utah where prohibited. Starts at 10:00:00 AM PT on October 1, 2018 and ends at 10:00:00 AM PT on December 31, 2018. Subject to Official Rules at thedrop.ejbrandy.com. To enter, scan the QR code on E&J Brandy sweepstakes point of sale or text "EJBOOMIN" to 444999 to enter by text. Standard text messaging rates and internet data rates may apply to each message sent and received. You will receive up to 4 autodialed text messages from E&J Brandy regarding this sweepstakes. Consent is not required and is not a condition of purchase. Not all carriers covered. Text "STOP" to 444999 to stop text messages (confirmation message will be sent). To enter without scanning a QR code or using text, or to receive a copy of the Official Rules, visit thedrop.ejbrandy.com and complete an entry form. Sponsor: E. & J. Gallo Winery.