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MONTUCKY COLD SNACKS WINTER 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. Void where prohibited or restricted by governing law. 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 Montucky Cold Snacks Winter Sweepstakes (the "Sweepstakes") will commence at 12:00:00 PM Eastern Time ("ET") on November 1, 2026 ("Start Date") and end at 11:59:59 PM ET on February 28, 2027 ("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 is administered by Twelve Thirty, LLC ("Administrator"), for Sponsor's Montucky Cold Snacks 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 as of the Start Date of the Sweepstakes. 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 and/or sister companies, 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.** There are two (2) ways to access the Sweepstakes: via QR Code or by visiting https://cloud.montuckycoldsnacks.com/winter-sweepstakes (the "Website"). To access via QR Code, scan the QR Code found on participating Brand promotional marketing materials and click the link displayed after scanning. Once reaching the Website, regardless of access method, the entrant must follow the instructions to complete and submit the entry form during the Sweepstakes Period. The entry form may require, but is not limited to, the submission of entrant's date of birth, telephone number, entrant's first and complete last name (no initials), valid email address, street address (no P.O. Boxes), city, state, and ZIP Code. Once entrant has completed the foregoing, entrant will have earned one (1) Entry ("Entry") into the Sweepstakes. All entries much be received by 11:59:59 PM ET February 28, 2027 to be eligible for entry into the Sweepstakes. Any entry that is received after

11:59:59 PM ET on February 28, 2027 will be disqualified, and that entry attempt will not be eligible for the random drawing.

Entrant may access the Website directly or by scanning the QR Code found on participating Brand promotional marketing materials. Scanning a QR Code is simply an alternative method of accessing the Website and is not required to enter the Sweepstakes; all entries must be submitted via the Website.

To be eligible, the Entry must be in English. Sponsor 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. Entries become the property of Sponsor.

Limit: Limit of one (1) Entry per person/email address during the Sweepstakes Period. Any person who attempts to participate by using 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 Sponsor 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 or email address used to enter the Sweepstakes 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 subscriber. Sponsor and/or Administrator are not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant's Entry attempts. Sponsor and/or Administrator 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. Entries not in compliance with these Official Rules may be disqualified in Sponsor or Administrator's sole discretion. **If you choose to enter via a mobile device by using a mobile device to access the Website, STANDARD MESSAGE RATES AND DATA CHARGES MAY APPLY**. Please consult the terms and conditions of your individual service plan prior to participating via a mobile device. A mobile device is not required to enter the Sweepstakes.

4. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be a maximum of two (2) winners in the Sweepstakes. The winners will be determined by random drawing conducted by Administrator on or about March 1, 2027, from among all eligible Entries. 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

depend upon the number of eligible Entries received. Winner's first name, last name initial, and city of residence shall be available at https://winners.twelvethirty.promo/montuckywintersweeps for up to 60 days.

Winner Notification: Sponsor or Administrator will attempt to notify each potential winner ("Potential Winner") via e-mail on or about March 1, 2027. 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 the prize is subject to verification of Potential Winner's eligibility and full compliance with these Official Rules. The Potential Winner will be required to provide proof of a valid date of birth proving age 21 years or older with a valid government issued ID ("Proof of Eligibility") and may 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 notification from Sponsor or Administrator. Failure to confirm eligibility to participate in the Sweepstakes or return the Proof of Eligibility and/or Affidavit and Release within two (2) days following the date of notification 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 Proof of Eligibility and/or signed Affidavit and Release, if applicable, 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 Potential 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 two (2) prizes awarded in the Sweepstakes. Each prize will consist of: one (1) Montucky Cold Snacks branded ski suit; one (1) Montucky Cold Snacks branded pair of skis; and one (1) $500 digital Visa gift card. The ARV of each prize is $1,392.31. The total ARV of all the prizes to be awarded during the Sweepstakes Period is $2,784.62. Visa is not associated with nor a sponsor of this Sweepstakes. Gift Cards are subject to the terms, conditions and restrictions set by the issuer. Alcohol is not included as part of any prize.

   Administrator shall send prize details and the digital gift card to the winner's email address once Potential Winner is verified via Proof of Eligibility and returns the completed Affidavit and Release. No alternative payment method (including check, ACH, cash, or physical prepaid card) will be provided except where required by law or expressly permitted by Sponsor in its sole discretion. The non-cash portion of the prize will be sent to the mailing address provided by winner upon Sweepstakes Entry once Potential Winner is verified via Proof of Eligibility and returns the completed Affidavit and Release, if applicable. Unclaimed or returned prizes will not be awarded. No PO boxes permitted. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of the prize.

   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.

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 or Administrator 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 and Administrator reserve the right to cancel, suspend, terminate or modify the Sweepstakes. In such event, Sponsor or Administrator, at their 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.

7. **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. By accepting the Prize, winners consent to Administrator's use and publication of their first name, last initial, and city of residence on a publicly accessible website for a period not to exceed 60 days following completion of winner verification.

8. **LIMITATIONS OF LIABILITY AND RELEASES.** No liability or responsibility is assumed by Sponsor or the Administrator from entrant's participation in, or attempt to participate in, the Sweepstakes. Sponsor nor Administrator are not responsible for any typographical errors in the information provided by entrants, or in the announcement of prizes or these Official Rules. Sponsor's or Administrator'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 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 the Sponsor, Administrator, and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees, representatives and agents, VISA, and Meta Platforms, Inc. (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, illness, 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.

Sponsor and Administrator reserve the right, in their sole discretion, without prior notice or obligation and at any time, to cancel, terminate or suspend this Sweepstakes, or any portion thereof, should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor or Administrator corrupt or impair the administration, integrity, security, fairness or proper conduct of the Sweepstakes, or for any other reason, at their sole discretion. Sponsor and Administrator reserve 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, Administrator, 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 Sponsor's or Administrator's 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 prize in the Sweepstakes. In the event that any entrant's Entry attempt is not successfully received by Sponsor or Administrator, 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.

All rights under Section 1542 of the California Civil Code are expressly waived. That section provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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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. 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.

9. **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 and 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.

10. **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.

11. **NO X (FORMERLY TWITTER)/FACEBOOK/INSTAGRAM ASSOCIATION.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, X (formerly Twitter), Facebook or Instagram. You understand that you are providing your information to Sponsor, not to X (formerly Twitter), Facebook or Instagram. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to X (formerly Twitter), Facebook or Instagram.

12. **WINNERS LIST.** For confirmation of the names (first name and last initial) and city of residence of the winners, please visit https://winners.twelvethirty.promo/montuckywintersweeps. The winners list will be posted after winner verification is complete and will be available for sixty (60) days thereafter.

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