SCORE WITH LA CREMA SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MUST BE OF LEGAL DRINKING AGE TO PARTICIPATE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED, RESTRICTED, OR WHERE SPONSOR IS UNABLE TO OBTAIN REGULATORY APPROVALS OR DETERMINES THAT ENTRANT IS INELIGIBLE.

- 1. **SWEEPSTAKES PERIOD**: The Score with La Crema Sweepstakes (the "Sweepstakes") will begin on July 1, 2024 at 12:01 AM Pacific Time and end on September 18, 2024 at 11:59 PM Pacific Time (the "Sweepstakes Period"). All entries must be submitted during the Sweepstakes Period to be eligible. This Sweepstakes is subject to these official rules ("Official Rules").
- 2. **SPONSOR**: This Sweepstakes is sponsored by Jackson Family Wines, Inc. d/b/a La Crema Winery, 421 Aviation Blvd., Santa Rosa, CA 95403 ("Sponsor").
- 3. **ELIGIBILITY**: This Sweepstakes is only open to legal residents of the United States and the District of Columbia, who are at least twenty-one (21) years of age ("Entrants"). This Sweepstakes is <u>void</u> in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions and wherever else restricted or prohibited by law, or where Sponsor is unable to obtain regulatory approvals.

The following persons are <u>not</u> eligible: (1) employees, officers, directors, agents, or representatives of (a) the Sponsor; (b) the legal, promotion and advertising agencies of the Sponsor; (c) any entity connected with the production or administration of the Sweepstakes; (d) licensed alcoholic beverage retailers, wholesalers, or distributors; (e) employees of the WNBA Entities (defined as NBA Properties, Inc., the National Basketball Association (the "NBA"), the NBA member teams, WNBA Enterprises, LLC, the Women's National Basketball Association (the "WNBA"), and the WNBA teams (collectively, the "WNBA Entities"), including affiliates, agents and immediate family members and/or those living in the same household of such employees, are not eligible to enter or win the promotion; and (f) any parent company, affiliate, subsidiary, agent and representative of any entity referred to in (a), (b), (c), (d), or (e); and (2) immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related) and of any person referred to in (1) above. This Sweepstakes is subject to all applicable federal, state, territorial and local laws.

- 4. MANDATORY SOCIAL MEDIA DISCLOSURE: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any Social Media Entities (defined below). Social Media Entities include, but are not limited to, Facebook, Twitter, Instagram, Pinterest, YouTube and Tumblr. The information you provide will be used by Sponsor for administering this Sweepstakes and for marketing purposes in accordance with Sponsor's privacy policy, located at https://www.lacrema.com/privacy-policy/.
- 5. **HOW TO ENTER:** There are two methods of entry for the Sweepstakes:
 - i) **Instagram Entry.** During the Sweepstakes Period, post a photo on Instagram showing where you're winning with your La Crema and include the hashtags #ScoreWithLaCrema and #sweepstakes and tag @lacremawines. Entry cannot be done via Instagram Reel or IGTV.

ii) Online Entry. During the Sweepstakes Period, visit https://www.lacrema.com/score-la-crema/ click the link Score with La Crema Sweepstakes and follow the instructions for entry. Entries must be received during the Sweepstakes Period.

Limit one (1) entry per person per day. Each Entrant can only use one (1) email address/telephone number to register for, or otherwise participate in the Sweepstakes. If it is discovered that a person has attempted to: (i) register more than one (1) time during the Sweepstakes Period; and/or (ii) use more than one (1) email address/telephone number to register for, or otherwise participate in, the Sweepstakes; then (in the sole and absolute discretion of the Sponsor) they may be disqualified from participating in the Sweepstakes. Use (or attempted use) of multiple names, identities, telephone numbers and/or any automated, macro, script, robotic or other systems(s) or program(s) to register for or otherwise participate in this Sweepstakes is prohibited and is grounds for disqualification. Sponsor is the official timekeeper of the Sweepstakes. All registrations are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Sweepstakes. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification of the applicable registrations that cannot be verified to the satisfaction of the Sponsor, in its sole and absolute discretion.

6. **PRIZE**: There will be thirteen (13) winners ("Selected Entrants"), comprising one (1) Grand Prize Winner and twelve (12) Runners-Up.

The Grand Prize Winner will receive: (i) two (2) tickets to Game 1 of the WNBA Finals and (ii) a \$3,000 credit card gift card for use towards hotel and airfare (the "Grand Prize").

The Runners-Up will receive branded WNBA and La Crema merch the "Runners-Up Prize"). The Runners-Up Prize together with the Grand Prize, are collectively referred to herein as the "Prize."

Total Approximate Retail Value ("ARV") of the Grand Prize is \$3,800. ARV of each Runners-Up Prize is \$100 for a total of \$1,200 for all Runners-Up Prizes. ARV of all Prizes is \$5,000 **ALCOHOL WILL NOT BE INCLUDED IN ANY PRIZE.**

Selected Entrants are not entitled to any surplus between actual retail value of prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, transfer, or cash redemption of prize, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize or any part of it become unavailable for any reason as determined by Sponsor in its sole discretion. Gift cards are subject to the rules and conditions of issuing vendor. If the Selected Entrant does not want a portion of the prize, that portion is forfeited. All federal, state, local or territorial taxes on any prize are the sole responsibility of the prize winner. Winners may be issued an IRS Form 1099 for the ARV of any awarded prize.

- 7. **WINNER SELECTION**: Winners will be selected from among all eligible entries received for the Sweepstakes, in a random drawing to take place on or about September 23, 2024. Odds of being selected are determined by the number of eligible entries received during the Sweepstakes Period. Limit one (1) winner per household. Selected Entrants are not eligible for more than one prize.
- 8. **NOTIFICATION**: Selected Entrants will be notified via email or Instagram direct message on or about September 23, 2024. In order to be eligible to receive the Prize, Selected Entrants will be required to

sign and return within five (5) business days of receipt an affidavit or declaration of eligibility and liability/publicity release and any other required materials, which: (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Sponsor and each of their respective officers, directors, agents, representatives, successors and assigns from any and all liability in connection with this Sweepstakes, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of their name, address, voice, statements about the Sweepstakes and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the Selected Entrant: (a) fails to return the properly executed Sweepstakes documents within the specified time; and/or (b) cannot accept the Prize as awarded for any reason; then they may be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries, such drawing to be conducted on or about September 30, 2024. Any alternate winner so selected will be notified by via email or Instagram direct message on or about September 30, 2024 (in which case the provisions of this section shall apply to such new Selected Entrant, modified as necessary). Note that provision of your social security number may be required. Winners will be required to complete an IRS Form W-9 for prizes exceeding \$600.

9. **CONDITIONS**: Selected Entrant consents to the use of their name, voice and/or likeness by the Sponsor for advertising purposes without additional compensation unless otherwise prohibited by law. All entries must be complete to be eligible and the Sponsor is not responsible for late, lost, stolen or misdirected mail/email. All entries become the property of the Sponsor and will not be returned.

By entering, participants and Selected Entrants agree to be bound by the Official Rules and release the Sponsor and its parents, partners, affiliates, subsidiaries, officers, agents, employees, advertising agencies, and all others associated with the development and execution of the Sweepstakes from and against any and all liability with respect to or in any way arising from the Sweepstakes and/or use of the prizes, including, without limitation, liability for death, personal injury, damage or loss. All decisions of the Sponsor are final and binding; and Entrants agree to waive any right to claim ambiguity in the Sweepstakes or Official Rules, except where prohibited by law.

Disputes will be governed by the internal laws of the State of California and venue for any legal action or claim must be brought in a court of competent jurisdiction in California. The Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the operation of the Sweepstakes or violating the Official Rules.

10. **LIMITATIONS OF LIABILITY**: The Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete, illegible or indecipherable entries due to, among other things, system errors or failures or otherwise, or faulty transmissions or other telecommunications malfunctions, bugs and/or problems related to the online entry; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (e) technical or human error that may occur or be encountered by Entrants in the entry process, or by the Sponsor in the administration of the Sweepstakes or the processing of entries, including computer system, phone line, hardware, software or program malfunctions, the presence of computer viruses or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature; (f) any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries; or (g) any injury or damage to persons or property (including death) which may be caused, directly or indirectly, in whole or in part, from any Entrant's

participation in the Sweepstakes or receipt or use of any prize. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. In the event of a system malfunction or the presence of a virus, the Sponsor reserves the right to modify or terminate the Sweepstakes at its sole discretion.

Moreover, Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Sweepstakes, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

The WNBA Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this Sweepstakes.

- 11. WAIVER OF JURY TRIAL: Except as prohibited by applicable law and as a condition of participating in this Sweepstakes, each Entrant hereby irrevocably and perpetually waives any right they may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Sweepstakes, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby.
- 12. **PRIVACY AND PUBLICITY**: All personal information collected by the Sponsor will be used for administration of the Sweepstakes. The Sponsor reserves the right and all Entrants expressly agree that the Sponsor may use the name and/or pseudonym of the Selected Entrant and/or all photographs and videos at whatever location such visual material may be produced, except as prohibited by law. Use may include the Internet, such as the websites of the Sponsor, its social network pages including Facebook, Twitter, Instagram, YouTube, etc. and other publicity, magazines, catalogs or other media. In addition, Entrants may elect to receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Please refer to Sponsor's privacy policy located at https://www.lacrema.com/privacy-policy/ to learn how to unsubscribe and for important information regarding the collection, use and disclosure of personal information by Sponsor.

Participants in this Sweepstakes (if minor, his/her parent or legal guardian) agree to be bound by these Official Rules and agree that the WNBA Entities and their designees and assigns may use the participant's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.

13. **OFFICIAL RULES AND WINNER LIST**: For a copy of these Official Rules or the Selected Entrant list, please send a request and a self-addressed, stamped envelope (WA and VT residents need not affix return postage) to: Score with La Crema Sweepstakes, 425 Aviation Blvd., Santa Rosa, CA 95403. (Requests must be received by December 17, 2024.)