

# GALLO

## HIGH NOON TURN UP THE SUN INSTANT WIN & SWEEPSTAKES OFFICIAL RULES

This Promotion 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 Promotion 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. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH VENMO OR PAYPAL, INC. VENMO ACCOUNT REQUIRED TO RECEIVE A GAME PRIZE.**

The High Noon Summer Travel Instant Win & Sweepstakes (the "Promotion") will commence at 12:00:00 PM Eastern Time ("ET") on May 1, 2026 ("Start Date") and end at 11:59:59 PM ET on September 7, 2026 ("End Date"). The period from the Start Date to the End Date will be referred to as the ("Promotion Period"). The Promotion consists of an "instant win" game ("Game") and a sweepstakes ("Sweepstakes"), each as described below. Upon completion of the Game during the Promotion Period eligible entrants will automatically receive an entry into the Sweepstakes. Prizes are available for both the Game and the Sweepstakes. Eligible entrants may win a Game Prize and one of the three Sweepstakes Grand Prizes, as defined below. Administrator's computer is the Promotion's official clock.

**1. SPONSOR/ADMINISTRATOR.** The Promotion 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 High Noon® beverage brand ("Brand").

**2. ELIGIBILITY REQUIREMENTS.** The Promotion 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 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 Promotion, 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 Promotion. Those meeting the eligibility requirements are "Eligible Persons." The Promotion is subject to all applicable federal, state, and local laws, regulations, and ordinances. A valid Venmo account associated with each winner is required to receive a Game Prize.

**3. HOW TO PLAY THE GAME.** There are two ways to access the Promotion: by QR Code or by visiting [highnoonsummer.com](https://highnoonsummer.com) (the "Website"). To access via QR Code, scan the QR Code found on Sponsor's

# GALLO

participating physical marketing materials and click the link displayed after scanning the QR Code. Once reaching the Website, an Eligible Person must submit their date of birth. An Eligible Person must then follow the instructions to complete and submit the registration form which may include but not limited to, that person's birth date, first and complete last name (no initials), email address, mailing address (i.e., street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and mobile phone number. Eligible Persons will also be prompted to select which one of the three Sweepstakes Grand Prizes, defined below, they wish to be entered for. After completing and submitting the registration form, the entrant must then follow the on-screen instructions to play the Game ("Game Play"). Upon playing the Game, the Eligible Person is an entrant in Promotion ("Entrant"). All entry information must be provided in the English language to be eligible. Any Game Play that occurs after the system has failed for any reason or after the Promotion Period is deemed a defective play, is void, and will not be honored. Venmo account required to receive a Game Prize. Downloading the Venmo app and obtaining a Venmo account with a valid phone number is free.

**LIMIT:** Each Entrant is limited to one (1) Game Play per day during the Promotion Period. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Promotion Period, with the exception of May 1, 2026, when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET. If more than one (1) Game Play entry is received from the same person, telephone number, or email address in a single day, only the first Game Play received may be considered valid and the Entrant may be disqualified in the Sponsor's or Administrator's sole discretion.

NOTE: If an Entrant accesses the Website via a mobile device, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Promotion. Entrants should consult their wireless provider's pricing plans.

Each Game Play must be completed during the Promotion Period to be eligible for a Game Prize. Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Promotion. In the event of a dispute over who a submission or entry corresponds to, the authorized account subscriber of the cellular account or email address used to enter the Promotion 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 mobile phone number or by the internet service provider associated with the email address used to enter the Promotion. 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 are not responsible for entries or submissions 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 Promotion 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 Promotion and/or these Official Rules. Entries and submissions not in compliance with these Official Rules may be disqualified in Sponsor or Administrator's sole discretion. **If you**

# GALLO

**choose to participate via a mobile device, STANDARD MESSAGE RATES AND DATA CHARGES 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 Promotion.

**4. HOW TO ENTER THE SWEEPSTAKES.** Upon completion of a Game Play that occurs during the Promotion Period, the Entrant will automatically receive one (1) entry towards the random drawing for the Grand Prize, defined below, the Entrant selected when registering, subject to Entrant's complete compliance with these Official Rules.

**LIMIT:** An Entrant who participates in the Game Play during the Promotion Period is limited to receiving one (1) entry into the Sweepstakes per day regardless of Grand Prize identified or method used for Game Play. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Promotion Period, with the exception of May 1, 2026, when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET. If more than one (1) Game Play entry is received from the same person, telephone number, or email address in a single day, only the first Game Play received may be considered valid and the Entrant may be disqualified in the Sponsor's or Administrator's sole discretion.

## **5. WINNER SELECTION AND NOTIFICATION.**

**Game Winner Selection:** After completing the Game Play, the Entrant will receive notification on the Website screen as to whether the Entrant is a potential instant winner of a Game Prize ("Notification"), subject to verification of Entrant's eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator in their sole discretion. The odds of winning a Game Prize depend on the number of eligible Game Plays during the Promotion Period, the number of Game Prizes available at the time of a Game Play, and when the Entrant completes a Game Play. Game Prizes will be made available at three hundred (300) randomly predetermined times throughout the Promotion Period. To be a potential instant winner of a Game Prize, an Entrant's Game Play must have occurred at the exact randomly predetermined winning time, or, if a Game Play does not occur at the exact randomly predetermined winning time, it must be the first Game Play to occur after the exact randomly predetermined winning time, as determined by Sponsor and/or Administrator. The number of Game Prizes available to be won will decrease during the Promotion Period as Game Prizes are awarded and claimed. Venmo account required to receive a Game Prize. Limit of one (1) Game Prize per person, address, phone number, or email address. Winners' first name, last name initial, and city of residence shall be available at <https://winners.twelvethirty.promo/HighNoonSummerfor> for up to 60 days.

**Game Winner Notification:** An Entrant is not a winner of any prize, even if the Notification should so indicate, unless and until Entrant's eligibility and the potential winning Game Play have been verified and Entrant has been notified that verification is complete. If a potential instant winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, a Notification is returned as undeliverable, or the potential instant winner fails to respond to a Notification within the timeframe specified in such Notification, the prize may be forfeited. If a prize is forfeited for any reason, it will not be re-awarded. Sponsor will not accept screen shots or other evidence of winning

# GALLO

in lieu of its validation process. Game Prizes will be sent to the mobile phone number provided by winner as described in the Notification. Unclaimed or returned Game Prizes will not be awarded.

**Sweepstakes Grand Prize Winner Selection:** On or about September 8, 2026, the Administrator will randomly select one (1) potential winner for Grand Prize 1, one (1) potential winner for Grand Prize 2, and one (1) potential winner for Grand Prize 3, as those terms are defined in Section 6, from among all eligible Entries submitted and segregated for each respective Grand Prize during the Promotion Period. All decisions of Sponsor and Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning Grand Prize 1 depend upon the number of eligible Entries received for Grand Prize 1. Odds of winning Grand Prize 2 depend upon the number of eligible Entries received for Grand Prize 2. Odds of winning Grand Prize 3 depend upon the number of eligible Entries received for Grand Prize 3. Limit: One (1) Grand Prize per person, address, phone number, or email address.

**Sweepstakes Grand Prize Winner Notification:** Sponsor or Administrator will attempt to notify each potential Grand Prize winner via email on or about September 8, 2026. Potential Grand Prize winner must respond within three (3) days of Grand Prize notification attempt. Failure to respond to notification as directed within the stated time will result in forfeiture. Awarding of any Grand 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 three (3) days of receiving the Affidavit and Release from Sponsor or Administrator. Failure to return the signed Affidavit and Release within three (3) days following the date of delivery thereof may result in forfeiture of the Grand 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's sole discretion, the potential winner will be disqualified and an alternate winner may, at Administrator's sole discretion, be randomly selected in his/her place from among all remaining eligible entries, time permitting.

## **6. PRIZE(S) AND APPROXIMATE RETAIL VALUE ("ARV").**

- A. GAME PRIZES (300):** There will be at most three hundred (300) individual Game prizes (each a "Game Prize") offered in this Promotion. Each Game Prize will consist of one (1) \$50 cash prize delivered via Venmo. No more than 300 Game Prizes will be awarded in this Promotion for any reason. If, due to technical, production, human or other error, more than 300 entrants receive a winning Notification, Sponsor and/or Administrator reserve the right to cancel the Game as described herein and the 300 intended Game Prizes will be awarded in a random drawing from among all recipients of such Notifications. The ARV of all Game Prizes will not exceed \$15,000. **Alcohol is not included as part of any prize.**

Venmo (which is a service of PayPal) nor PayPal, Inc. are not a sponsor or associated with this Sweepstakes. Winners must create an account with Venmo in order to redeem the prize. A Venmo account is free to create and can be created at <https://venmo.com/>. All Venmo accounts and transactions are subject to the terms and conditions set by Venmo, Venmo's User Agreement, Privacy Policy, and processing timelines. Venmo User Agreement can be found at:

# GALLO

<https://venmo.com/legal/us-user-agreement/>. Venmo Privacy Policy can be found at: <https://venmo.com/legal/us-privacy-policy/>. When creating an account with Venmo, winner understands that winner is providing information to Venmo, not to Sponsor. Sponsor is not responsible for any payment sent to incorrect accounts.

Venmo account required to receive a Game Prize. Game Prize will be sent to the Venmo account phone number provided by winner upon registration for the Promotion. Unclaimed or returned Game Prizes will not be awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner’s use of the Game Prize. Incidental expenses and all other costs and expenses which are not specifically listed as part of the Game 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 Game Prize are solely the responsibility of the winner. If any part of the Game Prize becomes unavailable for any reason, Sponsor will not be responsible for awarding that part of the Game Prize. Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the Game Prize. GAME PRIZE IS AWARDED “AS IS,” “WHERE IS,” WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. Game 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. **This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Venmo or PayPal, Inc.**

**B. SWEEPSTAKES GRAND PRIZE(S) (3):**

Prize Name	Prize Description	Prize Details	ARV	Quantity
Grand Prize 1	Golf at a major Championship Course for Four (4)	<ul style="list-style-type: none"> <li>▪ Premier Golf Trip Experience for Four (4)</li> <li>▪ One (1) DJI Osmo Pocket 3 handheld camera</li> <li>▪ Cash Prize - \$4,824.00</li> </ul>	\$20,904.00	1

Prize Name	Prize Description	Prize Details	ARV	Quantity
Grand Prize 2	Miami Yacht Experience for Four (4)	<ul style="list-style-type: none"> <li>▪ Miami Yacht Trip Experience for Four (4)</li> <li>▪ One (1) DJI Osmo Pocket 3 handheld camera</li> <li>▪ Cash Prize - \$7,125.00</li> </ul>	\$30,875.00	1

Prize Name	Prize Description	Prize Details	ARV	Quantity
Grand Prize 3	Las Vegas Pool Party Experience for Four (4)	<ul style="list-style-type: none"> <li>▪ Las Vegas Pool Party Trip Experience for Four (4)</li> <li>▪ One (1) DJI Osmo Pocket 3 handheld camera</li> <li>▪ Cash Prize - \$6,387.00</li> </ul>	\$27,677.00	1

# GALLO

There will be at most one (1) Grand Prize 1, one (1) Grand Prize 2, and one (1) Grand Prize 3, awarded in the Promotion, each individually referred to as a "Grand Prize". An Entrant may win at most one (1) Grand Prize. The odds of winning any Grand Prize depend on the number of eligible Sweepstakes entries submitted for that specific Grand Prize. The total ARV of all Grand Prizes that may be awarded in this Promotion is \$79,456.00. Alcohol is not included as part of any prize. Unclaimed or returned Grand Prizes may not be awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of a Grand Prize.

The trip will include roundtrip airfare for winner and their guests from a Sponsor-specified major airport nearest winner's residence to a Sponsor-specified major airport nearest to the trip's destination, ground transportation to and from the airport, and overnight accommodation to be selected by Sponsor. Winner and their guests must travel on the same itinerary. The DJI Osmo Pocket 3 will be sent to address provided by winner after winner is verified and returns the completed Affidavit and Release, and their guests have completed a Travel Companion Affidavit and Release. No PO boxes permitted. Unclaimed or returned DJI Osmo Pocket 3s will not be awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of the DJI Osmo Pocket 3. The DJI Osmo Pocket 3 is not associated with nor a sponsor of this Promotion.

Each Grand Prize winner and each of their guests must all be aged 21 or older. Each Grand Prize winner and their guest (all aged 21 or older) must book and complete travel by December 31, 2026. Failure to do so may result in forfeiture of the winner's Grand Prize. Travel accommodation must be booked via the Sponsor or a third party designated by Sponsor or Administrator. Each Grand Prize winner and each guest must complete a Travel Companion Affidavit and Liability Release Form and submit it to Sponsor or Administrator before a Grand Prize is awarded. Failure to return the executed Travel Companion Affidavit and Release within the specified time period may result in forfeiture of that Grand Prize for the winner and guest. Sponsor nor the Administrator are responsible for any legal, or other restrictions on winner's use of a Grand Prize, including without limitation travel details, transportation (including airline and ground transportation), accommodations, and restrictions or conditions for travel. Winner and their guests are responsible for any and all expenses and incidental travel costs not expressly stated herein as part of that winner's Grand Prize, including but not limited to, meals and beverages not specified as part of that Grand Prize, in-room charges (e.g., mini-bar, room service, telephone, internet, movies), gratuities, travel upgrades, baggage fees, travel insurance and personal incidentals. Winner will be required to provide a valid major credit or debit card upon hotel check-in and all in-room charges including but not limited to those defined above will be charged to winner's major valid credit or debit card provided. Incidental expenses and all other costs and expenses which are not specifically listed as part of each winner's respective Grand 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 Grand Prize, are solely the responsibility of that winner. If any part of the Grand Prize becomes unavailable for any reason, Sponsor will not be responsible to award that part of the Grand Prize. Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the Grand Prize. GRAND PRIZE IS AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. A Grand 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. Each Grand Prize Winner will receive an IRS Form 1099-MISC for the ARV of the Grand Prize received.

# GALLO

Airline tickets and travel are subject to terms and conditions set forth in these Official Rules and those set forth by selected providers. Sponsor, Administrator, and the Released Parties, defined below, are not responsible for any fees or additional charges resulting from winner's change(s) to itinerary or accommodations. Winner and its guests are solely responsible for obtaining all necessary travel documents prior to travel and the associated costs for these requirements. Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any air carrier, hotel, or other transportation company or any other person providing any of these services and accommodations. Sponsor, Administrator, and the Released Parties shall not be liable for any loss or damage to baggage.

Sponsor cannot guarantee that a Grand Prize winner and/or guest(s) will not be exposed to or become infected by COVID-19 in connection with acceptance and use of the Grand Prize, which includes international travel. By participating in the Grand Prize, each Grand Prize winner and guests acknowledge the contagious nature of COVID-19 and voluntarily assumes all risks that he/she may be exposed to or infected by COVID-19 in connection with Grand Prize and that such exposure or infection may result in personal injury, illness, short-term or permanent disability, and death. Each Grand Prize winner and guest are solely responsible for taking all precautions to avoid contracting COVID-19. Aspects of a Grand Prize may be subject to the terms of the issuer or hospitality accommodation, which may require Grand Prize winner and winner's guest to comply with all the local regulations and rules at the time of participation, travel, safety and health requirements and policies put in place by the airline, which may include a requirement that ticket holders provide proof of COVID-19 vaccination, proof of negative PCR test, and/or adhere to masking requirements.

**Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellation, rescheduling or delay of flights, or closure of local hotels or attractions for any reasons, including but not limited to, COVID-19.**

Travel Safety Advisory: Since travel and tourism are constantly changing, each Grand Prize winner and guest(s) shall consult the U.S. State Department's website at [travel.state.gov](https://travel.state.gov) regarding the latest information concerning traveler safety, security, and health advisories and the Center for Disease Control website for testing protocols <https://www.cdc.gov/coronavirus/2019-ncov/travelers/international-travelduring-covid19.html>. The Grand Prize winner and winner's guest are responsible for checking the travel protocols before they depart and ensuring that they fully understand and comply with any such protocols. For example, some destinations may require obtaining a negative COVID-19 viral test a certain number of days before and upon return travel. The Sponsor and Administrator shall not be responsible for any additional costs incurred for any required test or any other pre-travel or post travel requirements.

TRIP TERMS: Advanced reservations required. All other expenses (including, without limitation, ground transportation, personal expenses (optional excursions, spa treatments, souvenirs), telephone charges, meals and beverages, and all federal, state and local taxes (including applicable income taxes)) and fees incurred that are not expressly stated as part of that respective Grand Prize Winner's Grand Prize, are that Grand Prize winner's/guests' sole responsibility. Each Grand Prize winner will be responsible for applicable taxes and fees. All trips and experiences are subject to availability;

# GALLO

restrictions and blackout dates apply. Trips and experiences are non-transferable, non-refundable and cannot be exchanged for cash. Each Grand Prize winner is responsible for tax and fuel costs, and that winner and guests must each be at least 21 years old with a REAL ID-compliant driver's license, photo ID card, or another form of federally-acceptable identification (such as a valid passport or military ID) to redeem a Grand Prize. Additional air carrier baggage charges are the responsibility of the traveling passenger. Any optional service fees including seat selection, meals, and drinks are not included and are the responsibility of the traveling passenger. It is the traveler's responsibility to provide proper documentation.

**TOTAL ARV:** The total Approximate Retail Value for all prizes in this Promotion will be \$94,456.00

**7. INTERNET.** If for any reason this Promotion 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 Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, suspend, terminate or modify the Promotion. In such event, Sponsor, at its discretion, may select a winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring termination, cancellation or suspension of this Promotion.

**8. LICENSE TO ENTRY.** By entering, 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 or submission 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.

**9. 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 Promotion or engagement with any prize or aspect of a prize. Neither Sponsor nor Administrator are 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 and submissions are subject to verification. By entering or otherwise participating in the Promotion 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

# GALLO

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 (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 Promotion or participation in any Promotion-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 Promotion.

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 Promotion, 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 Promotion, or for any other reason, at their sole discretion. 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 Promotion, or by technical or human error which may occur and/or which may damage Sponsors’ ability to receive or store Promotion data, or which may damage an Entrant’s system in connection with the Entries or their submission, or which may otherwise limit any Entrant’s ability to participate and/or redeem the prize in the Promotion. 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 Promotion once again during the Promotion Period. Sponsor and Administrator reserve the right at its sole discretion, to disqualify any individual who tampers with the Promotion, or the operation of the Promotion, 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 Promotion.

BY PARTICIPATING IN THE PROMOTION, 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 PROMOTION, 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

# GALLO

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.

By accepting a 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 Promotion, 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.

**10. 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 Promotion, or awarding of a 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.

**11. PRIVACY.** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Promotion solely for the purposes of administering the Promotion and fulfilling the prize, and by entering this Promotion 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>.

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

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

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