

THE 19 CRIMES PET CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

NO ALCOHOLIC BEVERAGES ARE INCLUDED IN ANY PRIZE.

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

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

By participating in **The 19 Crimes Pet Contest** (the "Contest"), each entrant ("Entrant") unconditionally accepts and agrees to comply with, and abide by, these Official Rules and the decisions of Treasury Wine Estates Americas Company (the "Sponsor") and US Sweepstakes & Fulfillment Company (the "Contest Administrator"), which shall be final and binding in all respects.

ELIGIBILITY: The Contest is open to legal residents of the 50 United States (excluding Utah) and the District of Columbia, who are age 21 or older at the time of entry. Void in Utah, Puerto Rico, Guam, the U.S. Virgin Islands, all other US Territories and Possessions, and wherever else prohibited by law. Employees of the Sponsor, Contest Administrator, licensed alcohol wholesalers, manufacturers, distributors and retailers, their employees and immediate family members (e.g. spouse, parent, sibling, child and their respective spouses and the "steps" of each, all lineal descendants, including those by adoption, regardless of where they reside) and their parent and affiliate companies, respective subsidiaries, affiliates, advertising and promotion agencies, and/or those living in the same household of each, are not eligible to enter. Contest is subject to all applicable federal, state and local laws and regulations.

CONTEST ENTRY PERIOD: The Contest Entry Period begins at 12:00:01 AM Pacific Time ("PT") on Sunday, January 1, 2023 and ends at 11:59:59 PM PT on Tuesday, February 28, 2023 (the "Contest Entry Period"). The Sponsor's computer is the official timekeeping device for this Promotion.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

Grand Prize: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive \$1,000, to be awarded in the form of a pre-paid bank gift card. **The ARV of the Grand Prize is \$1,000.**

First Prize: There is one (1) First Prize available to be won. One (1) First Prize winner will receive \$500, to be awarded in the form of a pre-paid bank gift card. **The ARV of the First Prize is \$500.**

Second Prize: There is one (1) Second Prize available to be won. One (1) Second Prize winner will receive \$250, to be awarded in the form of a pre-paid bank gift card. **The ARV of the Second Prize is \$250.**

The total ARV of all prizes to be awarded: \$1,750.

Pre-paid bank gift cards are not redeemable for cash and will not be replaced if lost or stolen. Pre-paid bank gift cards are subject to the issuing company's terms and conditions, including expiration dates.

HOW TO ENTER THE CONTEST: During the Contest Entry Period, visit www.19crimes.com/petcontest (the "Contest Website"), follow the instructions to complete the contest entry form, upload a photo of your pet wearing their game gear alone or a photo of your pet wearing their game gear with your friends and family (the "Photo") and submit (the "Entry").

Entries must be received between Sunday, January 1, 2023 at 12:00:01 AM PT and Tuesday, February 28, 2023 at 11:59:59 PM PT. There is a limit of one (1) Entry per person. Although subsequent attempts to submit an Entry be received, only the first complete Entry received from a particular Entrant will be eligible; subsequent attempts by the same person to Enter, including entries submitted with an alternate email address will be disqualified. In the event of a dispute over the identity of an entrant, submission will be deemed submitted by the "Authorized Account Holder" of the email address submitted by the Entrant. Authorized Account Holder means the natural person to whom the email address is registered. Any entrant may be required to show proof of being the authorized account holder to Sponsor's satisfaction.

Entries must include an original Photo. Entries submitted with a Photo that has already been submitted will be disqualified. Sponsor reserves the right to post sample photos it has created in connection with the Contest on the Contest Website.

All Entries must comply with the following minimum guidelines to be eligible:

- The Entrant's pet ("Pet") should be the primary subject of the Photo. If other individuals, besides the Entrant, appear in the Photo, you must have express written permission. If Photo features a minor under the age of majority in his/her/their state of residence, you must obtain written permission from the minor's legal guardian.
- Entrant must be the owner of the Pet or living in the same household as the owner of the Pet.
- Photo must not contain or depict any harmful or dangerous activity (in Sponsor's sole discretion) that is detrimental to the safety and well-being of the Pet.
- Entry and Photo cannot contain content that is irrelevant to the purpose of the Contest.
- Once a Photo has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Photo must be original.
- No duplicate Photos or substantially similar Photos, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Photo taken by a third party, Entrant warrants and represents that he/she/they has secured all rights and clearances to the Photo from the photographer.
- Entry and Photo cannot be profane, pornographic, sexually explicit or suggestive.
- Entry and Photo cannot be violent or promote firearms/weapons.
- Entry and Photo cannot promote illegal drugs, tobacco, overconsumption of alcohol, depict anyone under the age of 21 consuming alcohol or depict Pet consuming alcohol.
- Entry and Photo cannot defame, misrepresent or contain disparaging remarks about people, brands, products, companies or organizations.
- Entry and Photo cannot contain content that defaces or depicts any person, brand, product, company or organizations in a negative or inappropriate manner.

- Entry and Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry and Photo cannot reference or contain materials embodying copyrighted images, names, or likenesses; registered or protected trademarks; or other indicia identifying any brand, products, company, organization or person, living or dead, without permission.
- Entry and Photo cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Entry and Photo cannot depict illegal activity and cannot itself be in violation of any law.
- Entry and Photo cannot in any way reference persons without written permission from any person whose name or likeness is used.
- Entry and Photo may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- Photo cannot have been submitted previously in a promotion of any kind or won any previous awards.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Photo, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry or Photo.

By submitting an Entry, Entrant warrants and represents that: (a) Entry and Photo do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Photo; (c) Entrant owns all rights to the Photo, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photographed by someone other than the Entrant him/herself; and (d) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

Entrants are subject to all notices posted online, including but not limited to the Sponsor's Privacy Policy, which can be found at <https://19crimes.com/pages/privacy-policy>. Entries will be posted to a public gallery within the Contest Website (the "Contest Gallery"). The Contest Administrator will review all submitted Entries prior to such Entries being published and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning. Posting to the Contest Gallery does not indicate the Entry has complied with the Official Rules. Sponsor reserves the right to post sample Photos it has created in connection with the Contest on the Contest Website. Sponsor does not guarantee the posting of any Entry.

ENTRIES POSTED TO THE CONTEST WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

JUDGING & WINNER DETERMINATION: All eligible Entries received during the Contest Entry Period will be judged by a panel appointed by the Sponsor, who shall use the criteria set forth below:

- A. Overall cuteness of Pet (50%)
- B. Reflection of Contest Theme (50%)

The Entry that receives the highest judging score will be determined the potential Grand Prize winner. The Entry that receives the second highest judging score will be determined the potential First Prize winner. The Entry that receives the third highest judging score will be determined the potential Second Prize winner.

In the unlikely event of a tie, the tied Entry with the highest score in Criterion A, will be deemed the potential winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the potential winner from among the tied entries, the highest score in Criteria B will determine the potential winner. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above.

WINNER NOTIFICATION & VERIFICATION: The potential winners will be notified by the Contest Administrator on or about Wednesday, March 15, 2023 via email and/or phone, and will be required to sign and return, within three (3) days of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"). The Grand Prize winner will also be required to complete and sign an IRS W-9 Form. Noncompliance will result in disqualification and the Entrant who received the next highest number judging score will be notified. Prizes will be awarded within approximately 45 days after verification.

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

PRIZE CONDITIONS: Prizes are not redeemable for cash and are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

GENERAL: Participating Entrants agree to these Official Rules and the decisions of the Contest Administrator and the Sponsor, and release and hold the Sponsor, the Contest Administrator and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the prize(s) offered. Participating

entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Contest, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes. Each participant may be required to show proof of eligibility and compliance with these Official Rules. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail. No confidential relationship is established by any Entrant and the Sponsor as a result of participating in the Contest. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties, are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive submission information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Contest Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Contest and any promotion it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) cancel the Contest.

In the event any participant engages or has engaged in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that tends to annoy, abuse, threaten, disparage or harass any other person or company including the Sponsor or is otherwise inappropriate, the Sponsor reserves the right to disqualify the Entrant and void any Entries of said person.

LIMITATION OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, PANDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

PUBLICITY RELEASE: Except where prohibited by law, entry constitutes permission to use entrant's name, Entry, Photo, prize won (if any), hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Entrant understands and acknowledges that Sponsor has wide access to ideas, designs and other materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to other Entries and/or each other in theme, idea, format or other respects. Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Entries or Photo or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Entry and Photo or any material based on or allegedly based on the Entry, Photo, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

LEGAL WARNING: Any attempted form of participation in this Contest other than as described herein is void. Sponsor and Contest Administrator reserve the right to disqualify any participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt

the normal operation of this Contest. Any attempted form of participation in this Contest other than as in these Official Rules is void. If it is discovered that a person has attempted to enter more entries than permitted by these Official Rules using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void. ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) 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 NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' 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 YOU.

DISPUTE RESOLUTION. Any dispute, claim or controversy arising out of or relating to this Contest, including the determination of the scope or applicability of this agreement to arbitrate, that are not resolved by mutual agreement of the parties, shall be determined by arbitration in San Francisco, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction. This Contest and any dispute or claim related thereto shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. Notwithstanding the provision in the preceding sentence with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Contest, the arbitrator shall award to the prevailing party,

PRIVACY: As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Contest Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules,

including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://19crimes.com/pages/privacy-policy>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, send a self-addressed, stamped envelope by March 15, 2023 to: **The 19 Crimes Pet Contest** Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after March 15, 2023), send a stamped, self-addressed envelope (no later than April 15, 2023) to: **The 19 Crimes Pet Contest** Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: Treasury Wine Estates Americas Company, 555 Gateway Drive, P.O. Box 4500, Napa, CA 94558.

CONTEST ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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