

**THE ST HUBERT'S THE STAG "WIN A TRIP TO X GAMES ASPEN 2023"
SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S 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 St Hubert's the Stag "Win a Trip to X Games Aspen 2023" Sweepstakes** (the "Sweepstakes"), each entrant ("Entrant") unconditionally accepts and agrees to comply with, and abide by, these Official Rules (the "Official Rules") and the decisions of Treasury Wine Estates Americas Company (the "Sponsor"), which shall be final and binding in all respects.

SWEEPSTAKES ENTRY PERIOD: The Sweepstakes begins at 12:00:01 AM Pacific Time ("PT") on Tuesday, November 1, 2022 and ends at 11:59:59 PM PT on Saturday, December 31, 2022 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes 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, outside the U.S., and wherever else prohibited by law. Employees of the Sponsor, US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator"), licensed alcohol wholesalers, manufacturers, distributors and retailers, their employees and immediate family members (spouses, parents, children, and siblings and their spouses) 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. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: There are two (2) ways to enter:

Method #1: Facebook Ad Entry. Participants who find an advertisement for the Sweepstakes on Facebook or Instagram may click on the ad to expand and then complete the entry form in its entirety to receive one (1) entry into the Sweepstakes (the "Facebook Ad Entry"). This Sweepstakes is in no way

sponsored, endorsed or administered by, or associated with, Facebook, Inc.
There is a limit of one (1) Facebook Ad Entry per person.

Method #2: Online Entry. Visit wintergamesandwine.com (the "Sweepstakes Website") and follow all entry instructions to complete the required fields within the entry form and submit to receive one (1) entry into the Sweepstakes (the "Online Entry"). **There is a limit of one (1) Online Entry per person per day.** Before submitting the entry form, participants will have the opportunity to earn additional entries (each, a "Bonus Entry") by answering one (1) or more of the three (3) bonus entry questions (each, a "Bonus Entry Question"). Entrants will earn one (1) Bonus Entry for each Bonus Entry Question answered and successfully submitted. **There is a limit of one (1) Bonus Entry per Bonus Entry Question per person. Maximum of three (3) Bonus Entries per person.**

Facebook Ad Entry, Online Entry, and Bonus Entry are collectively referred to herein as "Entry" or "Entries". Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins, and/or any other methods, including, but not limited to, Entries generated by script, macro or other automated devices will void that Entrant's Entries and that Entrant may be disqualified from the Sweepstakes. Multiple participants are not permitted to share the same email address. Incomplete entries will not be accepted and are void. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. All entries become the property of the Sponsor and will not be acknowledged or returned.

Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.sthuberts.com.au/privacy>. **All Entries must be received between Tuesday, November 1, 2022 at 12:00:01 AM PT and Saturday, December 31, 2022 at 11:59:59 PM PT. All methods of entry have an equal chance of winning.**

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a trip package for two (2) people, Grand Prize winner and one (1) guest (the "Guest"), to Aspen, Colorado to attend the X Games Aspen 2022. Grand Prize trip package includes:

- Round-trip, coach-class air-transportation for Grand Prize winner and Guest to Aspen, Colorado from a major airport within the United States nearest the winner's residence as determined by Sponsor;

- Five (5) days and four (4) nights hotel accommodations at a hotel of Sweepstakes Administrator's choice, based on single room/double occupancy;
- Ground transportation to/from destination airport and hotel; and
- Two (2) X Games Aspen 2023 3-day passes to The Stag XIP Lounge (each pass includes access to the The Stag XIP Lounge, views of X Games music and competitions, meet and greet with Scotty James, X Games branded gift and one single-day lift ticket valid at any of the four (4) Aspen Snowmass mountains).

The ARV of Grand Prize is \$10,998. The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded. **Winner and Guest must travel from Thursday, January 26, 2023 to Monday, January 30, 2023.** Dates are subject to change at Sponsor's discretion. **Grand Prize winner and Guest must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect, which may include providing proof that Grand Prize winner and Guest have been fully vaccinated against COVID-19. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof.**

Odds of winning will depend upon the total number of eligible Entries received. **The total ARV of all prizes available to be won: \$10,998. No Alcoholic Beverages are included in any prize.**

RANDOM DRAWING: The Grand Prize winner will be selected in a random drawing on or about **Monday, January 2, 2023** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: The potential Grand Prize winner will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to sign and return, within 48 hours of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Guest will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings 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: Prize is not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Grand Prize winner and/or Guest. Any person that participates in the Grand Prize trip that is not deemed to be the Guest must pay his/her own expenses. Grand Prize winner and Guest must travel on same itinerary. Grand Prize Winner and travel companion are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport) prior to travel. Guest must be legal U.S. resident, 21 years or older and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above. Grand Prize must be used on dates specified or Grand Prize will be forfeited. Dates are subject to change. Travel is subject to availability. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable.

Sponsor will, in its sole discretion, determine which airport is closest to the Grand Prize winner's home. In the event the Grand Prize winner's residence is close enough to Aspen, Colorado such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize winner and Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Grand Prize winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded. All hotel reservations are based on availability. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Grand Prize winner and Guest to redeem any portion of the Grand Prize during the scheduled

date and time, then the Sponsor shall have no further obligation to the Grand Prize winner and/or Guest other than to supply the remaining elements of the Grand Prize package minus the unused portion of the Grand Prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Grand Prize winner's and Guest's transportation and such contracts shall be solely between the Grand Prize winner, Guest and such transportation companies. Trip components issued in connection with the Grand Prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Grand Prize winner and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Grand Prize winner.

The Sponsor is not liable for any loss or penalties incurred if the X Games Aspen 2023 (the "Event") is sold, ceases to exist, becomes inoperative; if the Event and/or meet and greet with Scotty James is delayed, postponed, cancelled or changed for any reason; for acts of nature; or for amenities, services and/or facilities not being available due to renovations, strikes, bankruptcy, public health pandemic, celebrity illness or the like, and/or acts of god or nature. X Games Aspen 2023 passes issued are subject to terms and conditions of the issuing company. In the case of Event and/or meet and greet with Scotty James cancellation, mechanical difficulties, acts of God, equipment unavailability, celebrity illness or the like, Sponsor reserves the right to work with the Event sponsor to make a reasonable substitution. If substitution is not possible, Sponsor reserves the right to cancel on short notice. If the Event is delayed, postponed, cancelled or changed by Sponsor, the Event sponsor, a third party, or for any reason, you will be notified as soon as possible. If it is not possible to substitute with an alternative date, Sponsor may cancel or provide a reasonable substitute of equivalent or greater value. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that you incur related to the Event or prize component that has been cancelled, except in their sole and absolute discretion. Winner understands and agrees that the meet and greet with Scotty James component of the Grand Prize has NO CASH VALUE.

In the event Grand Prize winner and/or Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening,

illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of their services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Grand Prize winner and/or his/her Guest home with no further obligation or compensation whatsoever to Grand Prize winner and Guest. In the event the Grand Prize winner and/or Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S AND GUEST'S ACCEPTANCE OR USE OF THE PRIZE. Winner acknowledges that the terms and conditions printed on and otherwise applicable to ticketholders for the event or persons present at the venue in question govern their presence at the event/venue.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

Grand Prize winner is 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.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, 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.

GENERAL: Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, 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 promotion, and the acceptance and use/misuse of the prize 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 Sweepstakes, acceptance, possession, or use/misuse of a 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 Sweepstakes or in the announcement of the prize.

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, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes; and (viii) submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

By participating in the Sweepstakes, 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 Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES 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, 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 SWEEPSTAKES, PARTICIPANT 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 SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and 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 Sweepstakes; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Terms and Conditions is void. If it is discovered that a person has registered or 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 SWEEPSTAKES, 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 Sweepstakes 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 SWEEPSTAKES, 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 SWEEPSTAKES, 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 SWEEPSTAKES, 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 (1) 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 PROGRAM 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 SWEEPSTAKES, THE ARBITRATOR SHALL AWARD TO THE PREVAILING PARTY, IF ANY, THE COSTS AND ATTORNEYS' FEES REASONABLY INCURRED BY THE PREVAILING PARTY IN CONNECTION WITH THE ARBITRATION. IF THE ARBITRATOR DETERMINES A PARTY TO BE THE PREVAILING PARTY UNDER CIRCUMSTANCES WHERE THE PREVAILING PARTY WON ON SOME BUT NOT ALL OF THE CLAIMS AND COUNTERCLAIMS, THE ARBITRATOR MAY AWARD THE PREVAILING PARTY AN APPROPRIATE PERCENTAGE OF THE COSTS AND ATTORNEYS' FEES REASONABLY INCURRED BY THE PREVAILING PARTY IN CONNECTION WITH THE ARBITRATION. NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES AND THE ARBITRATOR'S AUTHORITY TO AWARD ANY OTHER DAMAGES IS FURTHER LIMITED BY THE LIMITATION OF LIABILITY PROVISIONS IN THIS AGREEMENT. THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD, INCLUDING THE HEARING, EXCEPT AS MAY BE NECESSARY TO PREPARE FOR OR CONDUCT THE ARBITRATION HEARING ON THE MERITS, OR EXCEPT AS MAY BE NECESSARY IN CONNECTION WITH A COURT APPLICATION FOR A PRELIMINARY REMEDY OR A JUDICIAL CHALLENGE TO AN AWARD OR ITS ENFORCEMENT, OR UNLESS OTHERWISE REQUIRED BY LAW OR JUDICIAL DECISION.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes 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 Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.sthuberts.com.au/privacy>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see wintergamesandwine.com or send a self-addressed, stamped envelope by January 2, 2023, to: **The St Hubert's the Stag Win a Trip to X Games Aspen 2023 Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after January 2, 2023) send a stamped, self-addressed envelope (no later than February 2, 2023), to: **The St Hubert's the Stag Win a Trip to X Games Aspen 2023 Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-654.

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

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

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