

**THE ST HUBERT'S THE STAG "WIN A TRIP TO X GAMES ASPEN 2024" 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.

The St Hubert's the Stag "Win a Trip to X Games Aspen 2024" Sweepstakes (the "Sweepstakes") is sponsored by Treasury Wine Estates Americas Company Treasury Wine Estates Americas Company ("Sponsor"), 555 Gateway Drive, Napa, CA 94558 and is administered by US Sweepstakes & Fulfillment Company ("Sweepstakes Administrator"), 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

By participating in the Sweepstakes, each entrant ("Entrant") unconditionally accepts and agrees to comply with, and abide by, these Official Rules and the decisions of the Sponsor and Sweepstakes Administrator, which shall be final and binding in all respects.

- 1. SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 AM Pacific Time ("PT") on Wednesday, November 1, 2023 and ends at 11:59:59 PM PT on Sunday, December 31, 2023 (the "Sweepstakes Period"). Sponsor's computer is the official timekeeping device for this Sweepstakes.
- 2. 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, all other US Territories and Possessions, outside the U.S., and wherever else prohibited by law. Employees, shareholders, directors, officers, members, successors and agents of the Sponsor, Sweepstakes Administrator (collectively, the "Sweepstakes Entities"), along with licensed alcohol wholesalers, manufacturers, distributors and retailers, their employees and immediate family members (e.g. spouse, parent, 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. Sweepstakes is subject to all applicable federal, state and local laws and regulations.
- 3. HOW TO ENTER:** There are two (2) ways to enter:
 - a) Method #1: Facebook Ad Entry.** During the Sweepstakes Period, 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, Meta Platforms, Inc. or Facebook. **There is a limit of one (1) Facebook Ad Entry per person.**

- b) **Method #2: Online Entry.** During the Sweepstakes Period, 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". All methods of entry have an equal chance of winning. 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.

4. **PRIZE AND ODDS OF WINNING:** 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 (the "Winner") and one (1) guest (the "Guest"), to Aspen, Colorado to attend the X Games Aspen 2024. Grand Prize trip package includes:
- Round-trip, coach-class air-transportation for 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, based on single room/double occupancy;
 - Ground transportation to/from destination airport and hotel; and
 - Two (2) X Games Aspen 2024 3-day passes to St. Huberts 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, and one single-day lift ticket valid at any of the four (4) Aspen Snowmass mountains).

The approximate retail value (“ARV”) of Grand Prize is \$13,150. 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. **No Alcoholic Beverages are included in the prize. Winner’s Guest must be a legal U.S. resident, 21 years of age or older. Winner and Guest must travel from Thursday, January 25, 2024 to Monday, January 29, 2024 or prize will be forfeited in its entirety.** Dates are subject to change at Sponsor’s discretion.

Odds of winning will depend upon the total number of eligible Entries received.

Grand Prize Exclusions & Conditions: Grand 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 Winner and/or Guest. Any person that participates in the Grand Prize trip that is not deemed to be the Guest must pay their own expenses. Winner and Guest must travel on the same itinerary. Winner and Guest are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport) prior to travel. 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 Sweepstakes Administrator and on an airline carrier of Sweepstakes Administrator’s choice, if applicable. 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. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof.

Sweepstakes Administrator will, in its sole discretion, determine which airport is closest to the Winner’s home. In the event the Winner’s residence is close enough to Aspen, Colorado such that air transportation is deemed by Sweepstakes Administrator in its sole discretion to be unnecessary, the Grand Prize will not include air transportation from such Winner’s residence and no other substitution or compensation will be provided in lieu thereof. 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 Sweepstakes Entities have 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 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 and all 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. If weather or other incident or conditions beyond the control of the Sweepstakes Entities affects the ability for Winner and Guest to redeem any portion of the Grand Prize during the scheduled date and time, then the Sweepstakes Entities shall have no further obligation to the Winner and/or Guest other than to

supply the remaining elements of the Grand Prize package minus the unused portion of the Grand Prize. Sweepstakes Entities 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. Sweepstakes Entities are 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 Winner's and Guest's transportation and such contracts shall be solely between the 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, 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 Winner.

The Sweepstakes Entities are not liable for any loss or penalties incurred if the X Games Aspen 2024 (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 2024 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, the Winner 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 Winner and/or Guest incurs related to the Event or prize component that has been cancelled, except in Sponsor's 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 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 Winner and/or Guest home with no further obligation or compensation whatsoever to Winner and Guest. In the event the 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.

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.

Winner is responsible for all federal, state, local and income taxes associated with winning prize.

SWEEPSTAKES ENTITIES 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 WINNER'S AND GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

5. **SELECTION OF WINNER:** The potential winner will be selected in a random drawing on or about **Tuesday, January 2, 2024** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final. A winner is deemed to be a potential winner, pending verification of the Entrant's eligibility and compliance with these Official Rules, as determined by the Sweepstakes Entities in their sole and absolute discretion.
6. **WINNER NOTIFICATION & VERIFICATION:** The potential 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 Winner to furnish their 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 Official 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).

5. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities, Meta Platforms, Inc., Sports Content Creation, LLC dba the X Games, the owner and management of any venue in which any ticketed event that is included in the prizing takes place, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, fulfillment and marketing agencies, website providers and each their respective officers, directors, shareholders, stockholders, employees, members, successors, representatives, designees, agents and assigns ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, electronic messages, 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, 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 Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrant or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; or (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes -related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, theft, delay, destruction, negligence or willful misconduct in connection with the Prize (or any component thereof); (d) any change in the Prize (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Sweepstakes and/or proceed with the Sweepstakes including the selection of the winners in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer, typographical, mechanical, or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, more winners stated on any Sweepstakes related materials, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prizes, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

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 OCCURENCE 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 ACCOMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

6. **DISPUTES:** Any dispute, claim or controversy arising out of or relating to this Sweepstakes, shall be resolved by arbitration in San Francisco, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules ("JAMS rules"). The JAMS rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Entrants agree that the rights and obligations of any Entrant and/or promotion entities and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one year of the time the cause of action occurred, or the cause of action shall be forever barred.
7. **PRIVACY POLICY:** Any personally identifiable information collected during a Entrant's participation in the Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for the sole purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, in accordance with Sponsor's Privacy Policy as stated at: <https://www.tweglobal.com/privacy>.
8. **PUBLICITY RIGHTS:** By participating in the Sweepstakes, and/or accepting a Prize, each Entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, video recordings, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

9. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sweepstakes Entities reserve the right to disqualify any Entrant 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 Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. 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 or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. 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. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes 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 Sweepstakes as set forth in these Official Rules shall prevail.
10. **OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by January 2, 2024, to: **The St Hubert's the Stag "Win a Trip to X Games Aspen 2024" Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.
11. **WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after January 2, 2024) send a stamped, self-addressed envelope (no later February 2, 2024) to: **The St Hubert's the Stag "Win a Trip to X Games Aspen 2024" Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-654.

All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved.

© 2023 St Huberts, Sonoma, CA.