

**E & J TREAT YOURSELF TEXT FOR A CHANCE TO WIN PROMOTION
OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA, 21 AND OLDER. VOID WHERE RESTRICTED OR PROHIBITED.

The E & J Treat Yourself Text For A Chance To Win Promotion (the "Promotion") will commence at 10:00:00 am Pacific Time ("PT") on October 2, 2017 and end at 10:00:00 am PT on December 31, 2017 ("Promotion Period") and consists of an instant win game ("Instant Win") and a sweepstakes drawing ("Sweepstakes") as set forth below. The period between the Start Date and End Date will be referred to as the ("Promotion Period").

1. **SPONSOR/ADMINISTRATOR.** The Promotion is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 ("Sponsor"). The Promotion is administered by Moosylvania, 7303 Marietta Ave., St. Louis, Missouri 63143 ("Administrator"), for Sponsor's E&J Brandy brand ("Brand").
1. **ELIGIBILITY.** 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 as of the start of the Promotion. 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, sister, 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. The Promotion is subject to all applicable federal, state, and local laws, regulations, and ordinances.
1. **HOW TO PARTICIPATE.** NO PURCHASE NECESSARY. There are two (2) ways to play the Instant Win.

Text Messaging: To enter through the text messaging method of entry, an eligible individual must text the keyword "EJTREATS" to short code 444999 using a two-way text messaging capable device. If it is an eligible individual's first time playing the Instant Win, he/she will receive one (1) automated text message containing a link to a webpage that such individual must visit and verify his/her age to receive one (1) Instant Win play ("Play"). Following the Play, entrant will be notified on the website if entrant is a potential winner. If entrant is a potential winner, he or she will receive instructions to claim stated prize. If eligible individual has already completed the age verification process set forth above, when he

or she texts the keyword "EJTREATS" to short code 444999 using a two-way text messaging capable device, she will receive one (1) Play. In connection with the Play, he or she will receive one (1) automated text message revealing whether he or she is a potential winner. If a potential winner, the reply text message will include a link for redemption of the stated prize. By participating via text, each participant consents to receive up to four (4) autodialed text messages per text sent to short code 444999.

All text messages are autodialed and consent is not a condition of, nor a requirement of any purchase. Entrants who use text messaging to enter will be charged according to their carriers' standard messaging and data rates and entrants should contact their carriers for pricing details. Sponsor and Administrator are not responsible for any fees incurred by participating in this Promotion. Check your owners' manual for specific text messaging instructions. Text messaging may not be available through all wireless carriers. All text messages must be received by 10:00:00 am PT on December 31, 2017 to be eligible to enter into the Promotion. Text "STOP" to 444999 to stop (a confirmation message will be sent).

Website: To enter via the website method of entry, entrants must visit elevate.ejbrandy.com and complete an entry form by providing their complete name, age, phone number, and email address to receive one (1) Instant Win play ("Play"). Following the Play, entrant will be notified on the website if entrant is a potential winner. If entrant is a potential winner, he or she will receive instructions to claim stated prize. Website entries must be received before the end of the Promotion Period to be eligible to enter into the Promotion.

Sponsor or Administrator are not responsible for lost, late, incomplete, tampered or misdirected Entries. All such Entries will be ineligible. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process.

Entrants will receive one (1) Sweepstakes entry ("Entry") for each Play.

Limit one (1) Instant Win Play or one (1) Sweepstakes Entry per person/email address/cellular number per day regardless of the method of Play/Entry. A "day" is defined as beginning at 12:00:00 am PT and ending at 11:59:59 pm PT that same calendar day. Any person, who attempts to participate by using multiple methods of Play/Entry, multiple cellular numbers, multiple email addresses, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Sponsor in its sole discretion.

Instant Win prizes are randomly time-seeded throughout the Promotion Period and awarded to the person who plays on or after the time the prize is randomly seeded. Odds of winning depend on the number of eligible entries received and the order in which such entries are received. Instant winners are only eligible to win one (1) Instant Win prize throughout the entire Promotion Period, but are eligible to win the Sweepstakes 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 Play or Entry corresponds to, the authorized subscriber of the cellular account used to enter the Promotion (or the authorized account subscriber or owner of the email address) as of the actual time that such information was received by Sponsor, 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 cellular phone number (or by the internet service provider associated with the email address) used to enter the Promotion. Sponsor may require an entrant to show proof of being the authorized account holder. Sponsor is not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant’s text-in Play/Entry attempts. Sponsor is not responsible for Entries 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 Play/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.

1. SWEEPSTAKES WINNER SELECTION/NOTIFICATION/ODDS.

Winner Selection: Sweepstakes winner will be selected on January 4, 2018 from among all eligible Entries received during the entire 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 depend upon the number of eligible Entries received during the Promotion Period.

Winner Notification: Sponsor or Administrator will attempt to notify the potential Sweepstakes winner (“Potential Winner”) via e-mail on or about January 5, 2018. Potential Winner must respond within two (2) days of notification attempt. Failure to respond to notification as directed within the stated time will result in forfeiture of the prize. Awarding of any 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 two (2) days of receiving the Affidavit and Release from Sponsor or Administrator. Failure to return the signed Affidavit and Release within two (2) days following the date of delivery thereof may result in forfeiture of the prize. If 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 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 Sponsor’s sole discretion, be randomly selected in his/her place from among all remaining eligible Entries, time permitting.

5. PRIZE(S) AND APPROXIMATE RETAIL VALUE (“ARV”).

Instant Win Prizes (38 Total): twenty (20) knit hats (ARV: \$30 each); four (4) watches (ARV: \$150 each); four (4) shave kits with custom bag (ARV: \$150 each); ten (10) custom leather bottle wraps (375 ml) (ARV: \$50 each).

Total ARV of the Instant Win prize(s) to be awarded \$2,300. Prize will be sent to address provided by winner after winner is verified and returns the completed Affidavit and Release. No PO boxes permitted. Unclaimed or returned prizes will not be awarded.

Sweepstakes Prize (1): A trip for winner and three (3) friends to Chicago, IL to see a comedy show featuring Kevin Bozeman in February or March 2018, depending on comedian's tour schedule. Kevin Bozeman is not affiliated with or a Sponsor of this Sweepstakes. Tickets are subject to the terms set by the issuer. Prize includes roundtrip coach airfare for winner and guests from a major hotel near winner's residence to Chicago, IL; two (2) hotel rooms for two (2) nights (double occupancy) and one (1) \$1,400 check made payable to the Sweepstakes Prize winner, intended to be used for food, ground transportation and other incidental expenses on the prize trip, but issued without restriction. ARV: \$6,600. Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of prize will not be awarded. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Certain restrictions may apply. Selection of airline and hotel are solely within Sponsor's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner. **All travel must be taken on dates specified or prize will be forfeited and may be awarded to an alternate; no alternative travel dates are available.** Exact travel dates and arrangements subject to availability. Winner and travel guests must travel on same itinerary. Travel guests must be 21 years of age or older at the time of travel. Travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guests must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. Once travel guests are selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. If in the judgment of Sponsor, air travel is not required due to winner's proximity to Chicago, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the Grand Prize winner. 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 Grand Prize-related services or accommodations. Additional prize award details and travel information to be provided to the Grand Prize winner at the time of notification. Grand Prize winner and guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged.

Alcohol is not included as part of any prize. Incidental expenses and all other costs and expenses which are not specifically listed as part of the 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 prize are solely the responsibility of the winner. If any part of the prize becomes unavailable for any reason, Sponsor will not be responsible to award that part of the prize. Winner is solely responsible for any and all applicable

fees and taxes associated with receipt and use of the prize. Grand Prize winner will receive an IRS Form 1099-MISC for the ARV of the Sweepstakes prize. PRIZE IS AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. 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.

- 1. GENERAL TERMS AND LIMITATIONS OF LIABILITY AND RELEASES.** All Entries related to this Promotion become the exclusive property of Sponsor and none will be returned. By entering, entrants agree that Sponsor may use that entrant's submission, 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. Sponsor'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 or Administrator. All such Entries 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. Sponsor reserves the right to modify or revise these Official Rules at any time and for any reason. The entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials and mail submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that Sponsor, Administrator and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or 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, 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, use or 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 reserves the right, in its 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 corrupt or impair the administration, integrity, security, fairness or proper conduct of the Promotion, or for any other reason, at its sole discretion. In such event, Sponsor, at its discretion, may select winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring such termination, cancellation or suspension. 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, software or telephone failures of any kind, traffic congestion in any cellular telephone lines, networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed text message 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 selected method of Entry, or which may otherwise limit any entrant's ability to participate and/or redeem the prizes 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, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Promotion.

By accepting the 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 above, 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.

7. GOVERNING LAW AND DISPUTE RESOLUTION. 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, 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 the 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. EXCEPT WHERE PROHIBITED, BY PARTICIPATING IN THIS PROMOTION, THE ENTRANTS AGREE THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR AWARDING OF THE PRIZES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES, ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

8. 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 entrant's 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>.

9. WINNER NAMES AND OFFICIAL RULES. For the name(s) (first initial and last name) and city of residence of the winner(s) and/or a copy of these Official Rules (must be received by January 30, 2018), send a self-addressed, stamped envelope to the Administrator located at Moosylvania, 7303 Marietta Ave., St. Louis, Missouri 63143. Include the name of this Promotion and specify "Winners List" or "Official Rules Request".

©2017 E. & J. Distillers, Modesto, CA. All rights reserved.