

TREASURY WINE ESTATES LUXURY WINE VAULT LOYALTY PROGRAM

TERMS AND CONDITIONS

Last Updated: June 2, 2021

PLEASE READ CAREFULLY. By participating in the Treasury Wine Estates Luxury Wine Vault Reward Program (the “Program”) you agree to the following terms and conditions (“Terms and Conditions”). These terms govern your use and our provision of services under the Program. These Terms and Conditions are a contract between you and Treasury Wine Estates. Accessing, enrolling, or participating in the Program constitutes your full and unconditional agreement to these Terms and Conditions.

REQUIRED DISCLOSURES

TERMS AND CONDITIONS ARE APPLIED TO THIS LOYALTY PROGRAM, LOYALTY POINTS AND RELATED AWARDS. PLEASE READ THIS SECTION CAREFULLY.

- **All loyalty points awarded through this program are for loyalty, award and promotional purposes only.**
- **Loyalty points are non-transferrable and have no monetary-value. To the extent a face or cash value must be disclosed for such points, the value is \$0.**
- **Loyalty points may not be purchased or redeemed for cash. No fees are charged to participate in the program, to earn loyalty points, or to redeem loyalty points.**
- **Loyalty points do not expire during the Program Term.**
- **Loyalty points may be redeemed for discounts on limited items of merchandise as identified on luxurywinevault.com. Any other use, transfer, or redemption of Loyalty points is prohibited. Loyalty points may not be used to purchase items in state-administered stores.**

A. Overview of the Luxury Wine Vault Reward Loyalty Program

1. The Program is a loyalty program sponsored by Treasury Wine Estates Americas Company (“TWE”) or (“Sponsor”) through which individuals may earn non-monetary loyalty points (“Points”) through the presentation and redemption of photos of TWE wine labels or through other methods as may be added by TWE from time to time. Individuals may enroll in the program without charge by visiting luxurywinevault.com (the “Website”). Individuals may also visit the website to review their Program Points balance and redemption status.

2. Individuals must be at least 21 years of age to enroll or participate in the Program.

3. All individuals who have properly enrolled in the Program in accordance with the requirements of Section D below will be deemed “Participants.”

4. Participants may redeem their Points for TWE products or services available in the “Rewards Catalog” accessed at the Website.

B. Eligibility

1. The Program is open to Participants who are natural persons and legal residents of Alabama, California, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Virginia and Wisconsin and who are 21 years and older at the time of enrollment. Employees, directors and officers of TWE and its parent and subsidiary companies, as well as their immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) are eligible to enroll in the Program. The Program is subject to all applicable federal, state, municipal, and local laws and regulations. Void outside Alabama, California, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Virginia and Wisconsin and where prohibited by law.

2. Enrollment or participation in the Program constitutes Participant's full and unconditional agreement to these Terms and Conditions.

C. Duration of Program

The Program begins at 12:00 p.m. Eastern Time ("ET") on July 1, 2020 and will continue until June 30, 2022 or such time as TWE, in its sole and absolute discretion, elects to terminate the Program (the "Program Term"). TWE reserves the right to shorten, extend, modify, terminate, or cancel the Program, at its discretion, at any time as further described in Section G below. Participants can collect Points only during the Program Term by the methods set forth in Section E below or through other methods as may be added by TWE from time to time. Participants may only redeem Points, as set forth in Section F below, during the Program Term.

D. Enrolling in the Program

1. To enroll, an individual must visit the Website and complete and submit the registration page including but not limited to: his/her date of birth, first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code, follow the onscreen instructions, and comply with the applicable requirements as described herein to create a Program account ("Account").

2. To create an Account, individuals must:

- Be 21 years of age or older;
- Have a unique valid email address;
- Consent to these Terms and Conditions;
- Authorize TWE to collect, store and share information regarding the individual and such individual's Account and use of the Program, in accordance with the Program Privacy Policy <http://www.tweglobal.com/privacy-policy/>; and
- Not have opt-outed of the sharing, exchange, or sale of information about the individual by TWE during the 12 months prior to the date of enrollment.

3. Once an individual provides his/her corresponding personal profile information, consents to these Terms and Conditions as described above and the Program Privacy Policy <http://www.tweglobal.com/privacy-policy/>, he/she will be enrolled in the Program.

4. Limit 1 Account per individual.

E. Collecting Points

1. Participants may collect Points only during the Program Term by submitting a photo of participating products (“Qualifying Products”) through the Participant’s Account as outlined in this Section to unlock a threshold (each a “Threshold”). There are four (4) total Thresholds tiers or rooms (each a “Room) and each Room allows a Participant to enter a sweepstakes (outlined below). Participants may collect Points only during the Program Term.

2. The file containing the eligible photo must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 10 MB. A Participant may include multiple pictured Qualifying Products on a single photo, but a Qualifying Product photo may each only be used once. A Participant should keep all original photos submitted, as TWE may request Participant provide an original photo for verification. A Participant may not submit the same photo more than one (1) time. Participant will unlock each Threshold Room once he/she uploads the required number of photos, as outlined below.

3. Once a Participant submits an eligible photo through the Website, he/she will be subject to validation by TWE. Points will not be awarded until the validation process is complete. The corresponding number of Points will be awarded to the appropriate Participant’s Account within 4 business days after completion of the validation process; however, TWE reserves the right at its sole discretion to award Points later than 5 business days if additional time is needed for any reason.

4. Limit: A Participant may upload no more than one photo per calendar day.

Number of Points Per Participating Product:

Product	UPC	Number of Points
Beaulieu Vineyard Georges De Latour Cabernet Sauvignon	080696184307	150
Beaulieu Vineyard Maestro Oakville Cabernet Sauvignon	080696923357	85
Beaulieu Vineyard Napa Valley Cabernet Sauvignon	080696096426	33
Beaulieu Vineyard Napa Valley Merlot	080696014697	25
Beaulieu Vineyard Rutherford Cabernet Sauvignon	080696121227	45
Beaulieu Vineyard Tapestry	080696922367	65
Beaulieu Vineyard Carneros Chardonnay	080696211140	27
Beaulieu Vineyard Carneros Pinot Noir	080696014130	30
Beringer Luminus	089819545445	35
Beringer Q	089819544370	60
Beringer Distinctions Napa Valley Cabernet Sauvignon	089819706013	53
Beringer Knight’s Valley Reserve Cabernet Sauvignon	089819732623	70
Beringer Private Reserve Cabernet Sauvignon	089819013241	170
Beringer Private Reserve Chardonnay	089819003358	45

Beringer Napa Valley Chardonnay	089819072965	23
Beringer Knights Valley Cabernet Sauvignon	089819003471	35
Beringer Eighth Maker	089819721962	400
Beringer Steinhauer Ranch Cabernet Sauvignon	089819916276	160
Stags' Leap Napa Valley Cabernet Sauvignon	089819806942	60
Stags' Leap Napa Valley Chardonnay	089819043019	30
Stags' Leap Napa Valley Merlot	089819044412	35
Stags' Leap Napa Valley Petite Sirah	089819045853	40
Stags' Leap Napa Valley Viognier	089819046003	30
Stags' Leap Napa Valley Sauvignon Blanc	089819723324	30
Stags' Leap Audentia Cabernet Sauvignon	089819542901	200
Stags' Leap Barrel Select Chardonnay	No UPC - DTC SKU Only	50
Stags' Leap Ne Cede Malis Petite Sirah	089819108022	150
Stags' Leap The Investor	089819547043	60
Penfolds Bin 28	012354071834	40
Penfolds Bin 311 Chardonnay	012354071919	40
Penfolds Bin 389 Cabernet Sauvignon Shiraz	012354071209	80
Penfolds Max's Cabernet Sauvignon	012354001121	25
Penfolds Max's Chardonnay	012354002340	25
Penfolds RWT Shiraz	012354072602	150
Penfolds Bin 407 Cabernet Sauvignon	012354071476	80
Etude Pinot Gris	89819765829	30
Etude Carneros Grace Benoist Ranch Pinot Noir	89819755998	45
Etude Carneros Pinot Noir Rose	89819811113	34
Etude Heirloom Carneros Pinot Noir	89819762156	95
Etude Napa Valley Cabernet Sauvignon	89819763580	90
Etude Carneros Grace Benoist Ranch Chardonnay	89819925391	30
Etude North Canyon Pinot Noir	89819545414	50
Etude Fiddlestix Pinot Noir	89819544004	50
Penfolds Quantum Wine of the World Cabernet Sauvignon Bin 98	12354724358	700
Penfolds Wine of the World Cabernet Sauvignon BIN 149	12354724372	149
Penfolds Napa Valley Cabernet Sauvignon Bin 704	12354724389	70
Penfolds California Cabernet Shiraz Bin 600	12354724396	50

Upon verification of Participant's first Qualifying Product photo, Participant will receive double Points. Double Points are only awarded upon verification of Participant's first Qualifying Product photo upload.

Room Threshold:

Room	Status	Number of Points Required to Unlock Room
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1	Bronze	100
2	Silver	300
3	Gold	600
4	Platinum	2400

Sponsor assumes no liability for discrepancies, delays, omissions, inconsistencies or errors in the number of photos taken or uploaded or the number of Points acquired as a result thereof as reported on the Website. The decisions of Administrator and Sponsor with respect to the Promotion, including without limitation, Points, and transactions are final and binding and non-appealable in all respects. If a Participant creates multiple accounts or attempts to participate in the Promotion using multiple identities, then Sponsor, in its sole discretion, may disqualify the participant and void any or all such Points. Points may not be combined from different promotions for any purpose. Sponsor reserves the right to invalidate Points if it determines that such Points were improperly credited to Participant, obtained fraudulently or in violation of these Official Rules. Points do not constitute property, do not entitle Participant to a vested right or interest, and have no cash value. As such, Points are not redeemable for cash and are not saleable, transferable or assignable for any reason.

Once a Participant earns enough Points, he/she may redeem rewards as outlined below in Section F.

5. Limit: A participant may upload no more than one photo per day.

6. At various times during the Program Term and in its sole discretion, TWE may declare “Bonus Points” periods during which the number of Points earned from activities or other methods will increase (e.g., double, triple, etc.). TWE will indicate when there is an active Bonus Points period in effect on the Website and/or by certain communications as determined by TWE. Participants who earn Points during such Bonus Points periods will earn the corresponding increase in the number of Points as set forth on the Website and/or other communications, as applicable.

7. TWE determines, and may from time to time change, the Points value associated with any activities, in its sole discretion. Participants will earn the number of Points associated with a Point-eligible action as described in these Terms and Conditions in effect at the time of activity. All Points must be earned and awarded by no later than the end of the Program Term. Any Points earned after the end of the Program Term are void.

8. Participants who believe Points have not accrued properly to their Accounts under the Program may submit a Points Verification Request to TWE within 15 days of the date such Points were to be awarded. A Points Verification Request should be made using the customer support link at the bottom of these Terms and Conditions. Only Points Verification Requests that contain all of these required elements will be accepted and processed. TWE will respond to Points Verification Requests within 60 days of receipt of a complete Points Verification Request. All Points Verification Requests must be completed by Participant and received by TWE by no later than the end of the Program Term.

9. Points are subject to revocation if TWE, in its sole discretion, suspects that such Points have not been obtained in accordance with these Terms and Conditions and/or through legitimate transactions and/or activities. TWE reserves the right to decline any transaction, including the accrual of Points, it suspects, in its sole discretion, may involve an individual under age 21, or is otherwise fraudulent or in violation of applicable law. TWE may close Participant Accounts, and declare all Points accrued to such accounts void, in the event that TWE determines, in its sole discretion, that Participants associated with such accounts may have attempted or engaged in fraud or other activities in violation of this agreement or applicable law.

10. TWE determines the Points value associated with any Points-eligible item in its sole discretion and may change such values at any time. Participants will earn the number of Points associated with a Point-eligible activity. TWE reserves the right to change, add, or remove the methods by which Participants can collect Points.

11. Participants may not combine Points with or transfer Points to other Participant's Account. Participants may not sell or otherwise dispose of Points in any manner in an attempt to violate or subvert these Terms and Conditions.

12. Participants may collect Points in the manner set forth above during the Program Term, unless otherwise modified by TWE in its sole and absolute discretion.

13. Points have no cash value and are only redeemable: (a) for entries into sweepstakes or other promotions as listed below and during the Program Term; and (b) pursuant to these Terms and Conditions.

For the avoidance of doubt, Participants cannot collect Points by submitting point-of-sale receipts for participating products.

F. Redeeming Points

1. Participants may redeem their Points to enter other promotions and/or sweepstakes. Details and official rules for other promotions and sweepstakes, if any, will be posted on the Website.

2. The Website will list the corresponding Point value required to redeem entries into sweepstakes or other promotion.

G. Modifications and Termination of the Program

1. TWE reserves the right to modify any of the Terms and Conditions set forth herein -- including, but not limited to, the length of the Program Term or Program Term, methods by which Participants can collect Points, the eligible Rewards, the number of Points associated with eligible Rewards, the number of purchases through which Participants may collect Points, the number of Points that may be redeemed through the Program, and any of the options made available to Participants with respect to their Accounts -- at any time, with or without notice, even though these changes may affect an Participant's ability to collect or use his/her Points.

2. TWE reserves the right to cancel or terminate the Program at any time, for any reason, with or without notice, even though cancellation or termination may affect a Participant's ability to collect or redeem his/her Points. In the event of termination, Participants will have 60 days from the Program termination date to redeem their Points. Participants will not be able to collect additional Points during this 60-day period. Thereafter, any Points remaining in a Participant's Account become void without compensation and will have no value of any kind.

3. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms and Conditions. Participants are responsible for remaining knowledgeable as to any changes that TWE may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available https://luxurywinevault.com/en-us/Vault_NPTerms and will supersede all previous versions of these Terms and Conditions.

H. General Terms and Conditions

1. By enrolling in the Program and as an ongoing condition to Participant's good standing with the Program, Participant agrees to authorize: (a) TWE's collection, storage and use of Participant's personal information by the TWE, its affiliates, service providers, and third parties, including without limitation, information regarding such Participant's Account and use of the Program, for the purposes of administering the Program and distributing Rewards; and (b) the collection, storage, use, and sharing by TWE of the Participant's submitted personal and other information, in a manner consistent with our Privacy Policy <http://www.tweglobal.com/privacy-policy/>. The terms of the Privacy Policy are incorporated herein by reference. Participant understands and agrees that personal information submitted by Participant may be transferred to and/or stored on servers in the United States of America, and therefore may be subject to U.S. law, and/or disclosure to or access by U.S. authorities in accordance with or as required by U.S. law or courts.

2.. TWE reserves the right, in its sole discretion and without notice or liability to impacted Participants, to restrict, suspend and/or discontinue the participation privileges of any Participant who TWE believes has engaged in any fraudulent activity or has used the Program in a manner inconsistent with these Terms and Conditions or any federal, state, provincial, municipal, territorial or local laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all accumulated Points. In addition to discontinuance of participation privileges, TWE shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

3. The Program is provided to individuals only. Corporations, associations or other groups may not participate in the Program. It is fraudulent for any individual or company, association, or group to direct, encourage, or allow individuals to use a single Account for the purpose of accumulating Points for combined use.

4. Points do not constitute property of a Participant. Points may be revoked at any time by TWE as set forth herein. Points may not be transferred or assigned, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law.

5. Participants are responsible for ensuring the accuracy of their Account and the information associated with their Account and is encouraged to check their Account regularly and update the information associated with their Account as soon as such updates are necessary. Participants are solely responsible for: (a) maintaining the confidentiality and security of their Accounts, including without limitation, the password associated with a Participant's Account; and (b) all activities that occur on or through an Participant's Account. Participants shall immediately notify TWE of any suspected fraudulent and/or unauthorized use of such Participant's Account. TWE will not be responsible for any losses arising from any fraudulent and/or unauthorized use of a Participant's Account.

6. TWE is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.

7. All questions or disputes regarding eligibility for the Program, collecting or redemption of Points, or a Participant's compliance with these Terms and Conditions will be resolved by TWE in its sole discretion.

8. Your account ("Account") gives you access to the Service. You may never use another User's Account without permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify us immediately of any breach of security or unauthorized use of your Account. We will not be liable for any losses or damage caused by any unauthorized use of your Account. You may control your Account and how you interact with the Service by changing the settings in the Application. By providing us with your email address and telephone number you consent to the use of your email address or telephone to send Service-related notices or messages, including any notices required by law, in lieu of communication by postal mail. We and our service providers may use your email address or telephone number to send you other messages, such as changes to features of the Service and special offers.

I. Restrictions on Your Use of the Service

You agree to comply with all Applicable Law in connection with your use of the Service. You further agree not to collect or distribute content or data that violates the privacy, Intellectual Property Rights or other proprietary rights of any third party, or for any purposes that we reasonably determine to be harassing, obscene, unlawful, defamatory, threatening, coercive, fraudulent, abusive or otherwise objectionable. You are solely responsible for all User Information and all other content and information that you collect, upload, store, share, maintain or transmit through the Service. In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Use the Service for any purpose that is illegal, beyond the scope of its intended use, or otherwise prohibited in these Terms;
- Use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully utilizing the Service, or that could damage, disable, overburden, or impair the functioning of the Service in any manner;

- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service;
- Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Service;
- Use or attempt to use another User’s account without authorization;
- Attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Service that you are not authorized to access;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Create false identities or impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your Account or another User’s User Information without our prior written consent; or
- Develop any third-party applications that interact with User Information or the Service without our prior written consent.

J. General Service Warranty Disclaimer

THE SERVICE AND THE CONTENT ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. TWE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL ALWAYS BE SECURE OR ERROR-FREE, THAT THE SERVICE WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS, THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SERVICE OR THE CONTENT ARE ACCURATE, COMPLETE, RELIABLE OR CURRENT, OR THAT THE SERVICE OR THE CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, INCLUDING ANY PROFESSIONAL MONITORING OR ADDITIONAL SERVICES AS DEFINED HEREIN OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

K. Waiver, Limitation of Liability, Indemnity

Without limitation of any of the foregoing disclaimers, you hereby waive and will not assert any claims, allegations, complaints or causes of action of any nature whatsoever against the Released Parties arising out of, or in any way relating to, use of the Service or the Content.

YOU UNDERSTAND AND ACKNOWLEDGE THAT: (I) NO RELEASED PARTY IS AN INSURER OF PERSON, LIFE, LIMB, OR PROPERTY AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY, LIFE LOSS, AND PROPERTY LOSS OR DAMAGE WILL BE OBTAINED BY YOU IN SUCH AMOUNTS AND COVERING SUCH PERILS AS YOU MAY DETERMINE IN YOUR SOLE DISCRETION; (II) YOUR USE OF THE CONTENT AND THE SERVICE IS AT YOUR OWN RISK; (III) THE AMOUNT YOU PAY FOR THE SERVICE IS BASED ONLY ON THE VALUE OF THE SERVICE PROVIDED AND NOT ON THE VALUE OF ANY PROPERTY OR ITS CONTENTS; (IV) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE VALUE OF ANY PROPERTY THAT MIGHT BE LOST, STOLEN OR DESTROYED IF THE SERVICE FAILS TO OPERATE PROPERLY; (V) IT IS DIFFICULT TO DETERMINE IN ADVANCE HOW FAST EMERGENCY RESPONDERS WILL RESPOND AND RELEASED PARTIES BEAR NO RESPONSIBILITY FOR EMERGENCY RESPONSE; AND (VI) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE DAMAGES THAT WOULD BE PROXIMATELY CAUSED BY A FAILURE TO PERFORM, ANY NEGLIGENCE IN PERFORMANCE, OR A FAILURE OF THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY RELEASED PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, CONSORTIUM OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) LIFE LOSS, BOLDILY INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM EITHER (A) YOUR ACCESS TO OR USE OF THE SERVICE OR (B) THE ACTIONS OR ACTIONS NOT TAKEN BY THE RELEASED PARTIES OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, ANY ACCOUNT AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER INFORMATION OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF THE RELEASED PARTIES TO YOU, YOUR SUCCESSORS AND PERMITTED ASSIGNS FOR DAMAGES OR OTHER MONETARY RELIEF WILL BE LIMITED IN THE AGGREGATE TO AMOUNTS ACTUALLY PAID FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE.

THIS LIMITATION OF LIABILITY SECTION WILL BE THE SOLE AND EXCLUSIVE REMEDY AND APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, MALPRACTICE, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

L. Indemnity

You agree to defend, indemnify and hold harmless the Released Parties, from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees and costs) arising from: (i) your use of and access to the Service, including any data, Alerts, Content or other Content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Information or any that is submitted via your Account; or (vi) any other party's access and use of the Service with your unique login, password or other appropriate security code.

M. Governing Law

You agree that: (i) the Service will be deemed solely based in the State of California, USA. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of Intellectual Property Rights, as set forth in the Arbitration provision below.

If you are a federal, state, or local government entity in the United States using the Service in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Washington (excluding choice of law).

N. Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF UNDER THESE TERMS.

Any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San

Francisco 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 clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Terms and Conditions and the rights of the parties hereunder 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 and Conditions of this Program shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The parties acknowledge that this Program evidences a transaction involving interstate commerce. In any arbitration arising out of or related to these Terms and Conditions, 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. 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, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

O. Prohibition of Class and Representative Actions and Non-Individualized Relief

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND TWE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

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Customer service inquiries may be made at [Contact Us](#).