

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 of the program.
- 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 point-of-sale purchase receipts for TWE products 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 the 50 United States (excluding Alabama, California, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Utah, Virginia and Wisconsin) and the District of Columbia and who are 21 years and older at the time of enrollment. Employees, directors and officers of TWE, Prize Logic, LLC (“Administrator”) 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 in Alabama, California, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Utah, Virginia, 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, 2021 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 completing the activities 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 unlock Rewards (defined below).

2. Participants may collect Points only during the Program Term by submitting eligible point-of-sale receipts (“eligible receipts”) for purchases of participating products through the Participant’s Account (a “Qualifying Purchase”). Participant will earn one (1) Point for each dollar value of a Qualifying Purchase. To qualify as an eligible point-of-sale receipt, a receipt must show all of the following:

- Name of retail seller/vendor of the participating products
- Date of purchase
- Name and UPC for the participating products
- Purchase price paid for the participating products

3. The file containing the eligible receipt 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 Qualifying Purchases on a single receipt/photo (each Qualifying Purchase should be circled separately), but a Qualifying Purchase and receipt/photo may each only be used once. A Participant should keep all original receipts/photos submitted, as TWE may request participant provide an original receipt/photo for verification. A participant may not submit the same receipt more than one (1) time. Duplicated receipts will not be accepted. Receipts must be readable. Mechanical reproductions, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted.

4. Once a Participant submits an eligible receipt through his/her Participant Account, will be subject to validation by TWE. Points will not be awarded until the validation process is complete. Participant will receive the respective number of Points for his/her Qualifying Purchase. The number of Points a Participant receives is based on the purchase price of each Participating Product. Points are based upon the purchase amount of each Qualifying Purchase. Qualifying Purchase price will be rounded down to the nearest dollar. Participant will unlock each Threshold Room once he/she uploads the required number of Points, as outlined in the chart below. The corresponding number of Points will be awarded to the appropriate Participant’s Account within

3 business days after completion of the validation process; however, TWE reserves the right at its sole discretion to award Points later than 3business days if additional time is needed for any reason.

Participating Products:

Product	UPC
Beaulieu Vineyard Georges De Latour Cabernet Sauvignon	080696184307
Beaulieu Vineyard Maestro Oakville Cabernet Sauvignon	080696923357
Beaulieu Vineyard Napa Valley Cabernet Sauvignon	080696096426
Beaulieu Vineyard Napa Valley Merlot	080696014697
Beaulieu Vineyard Rutherford Cabernet Sauvignon	080696121227
Beaulieu Vineyard Tapestry	080696922367
Beaulieu Vineyard Carneros Chardonnay	080696211140
Beaulieu Vineyard Carneros Pinot Noir	080696014130
Beringer Luminus	089819545445
Beringer Q	089819544370
Beringer Distinctions Napa Valley Cabernet Sauvignon	089819706013
Beringer Knight's Valley Reserve Cabernet Sauvignon	089819732623
Beringer Private Reserve Cabernet Sauvignon	089819013241
Beringer Private Reserve Chardonnay	089819003358
Beringer Napa Valley Chardonnay	089819072965
Beringer Knights Valley Cabernet Sauvignon	089819003471
Beringer Eighth Maker	089819721962
Beringer Steinhauer Ranch Cabernet Sauvignon	089819916276
Stags' Leap Napa Valley Cabernet Sauvignon	089819806942
Stags' Leap Napa Valley Chardonnay	089819043019
Stags' Leap Napa Valley Merlot	089819044412
Stags' Leap Napa Valley Petite Sirah	089819045853
Stags' Leap Napa Valley Viognier	089819046003
Stags' Leap Napa Valley Sauvignon Blanc	089819723324
Stags' Leap Audentia Cabernet Sauvignon	089819542901
Stags' Leap Barrel Select Chardonnay	No UPC - DTC SKU Only
Stags' Leap Ne Cede Malis Petite Sirah	089819108022
Stags' Leap The Investor	089819547043
Penfolds Bin 28	012354071834
Penfolds Bin 311 Chardonnay	012354071919
Penfolds Bin 389 Cabernet Sauvignon Shiraz	012354071209
Penfolds Max's Cabernet Sauvignon	012354001121
Penfolds Max's Chardonnay	012354002340
Penfolds RWT Shiraz	012354072602
Penfolds Bin 407 Cabernet Sauvignon	012354071476
Etude Pinot Gris	89819765829

Etude Carneros Grace Benoist Ranch Pinot Noir	89819755998
Etude Carneros Pinot Noir Rose	89819811113
Etude Heirloom Carneros Pinot Noir	89819762156
Etude Napa Valley Cabernet Sauvignon	89819763580
Etude Carneros Grace Benoist Ranch Chardonnay	89819925391
Etude North Canyon Pinot Noir	89819545414
Etude Fiddlestix Pinot Noir	89819544004
Penfolds Quantum Wine of the World Cabernet Sauvignon Bin 98	12354724358
Penfolds Wine of the World Cabernet Sauvignon BIN 149	12354724372
Penfolds Napa Valley Cabernet Sauvignon Bin 704	12354724389
Penfolds California Cabernet Shiraz Bin 600	12354724396

Upon verification of Participant’s first Qualifying Purchase receipt/photo, Participant will receive double Points. Double Points are only awarded upon verification of Participant’s first Qualifying Purchase receipt/photo upload.

Room Threshold:

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

Prior to submitting the original Qualifying Purchase receipt, it is strongly recommended that participants print and maintain the original or a photocopy for themselves of all materials submitted. PARTICIPANTS WILL NOT RECEIVE ANY REWARD OR POINTS FROM ANY STORE EMPLOYEE.

5. Limit: A participant may upload no more than one receipt 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 purchases, transactions 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 Points-eligible item purchase, in its sole discretion. Participants will earn the number of Points associated with a Point-eligible item purchase as described in these Terms and Conditions in effect

at the time of purchase. 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. Points Verification Requests MUST also include submission of a printed or electronic record of purchase. 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. TWE will not award Points for purchases in which full payment is not received or is subsequently reversed, charged-back, declined, or withdrawn. Points will not be awarded for purchase refunds or for any purchases returned for any reason. TWE will not award Points for any purchases or transactions which, in its sole discretion, TWE suspects were made by individual(s) other than the Participant.

10. 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.

11. 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 item as displayed at the time of purchase. TWE reserves the right to change, add, or remove the methods by which Participants can collect Points. Participants remain responsible for the payment of all taxes which may result from the Program or eligible purchases made as part of the Program.

12. 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.

13. 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.

14. Points have no cash value and are only redeemable: (a) for select reward items listed in the Rewards catalog and during the Program Term; and (b) pursuant to these Terms and Conditions.

F. Redeeming Points

1. Participants may redeem their Points for products and items of value (“Rewards”) listed in the “Rewards Catalog” section of the Website while supplies last and only during the Program Term, as defined in Section C above. The Website will list the corresponding Point value required to redeem each Reward.

2. To redeem Points during the Program Term, review the Rewards listed on the Website. Participants may select any Reward still available and in stock for which the Participant has accumulated sufficient Points for redemption. Click the “Redeem” button corresponding to the item a Participant wishes to redeem and follow the links and instructions to complete the redemption process. As part of the redemption process, Participants will receive a confirmation email sent to the email address assigned to the Participant’s Account. Participants are responsible for ensuring the email address assigned to their Account is accurate and up to date. Any applicable duties or taxes associated with or arising from the shipment of any Reward to a Participant are not included and will be Participant’s responsibility.

3. Limit: One of each Reward per Room.

4. All Point redemptions for Rewards are final. If a Participant does not receive their Rewards within 4-6 weeks of redemption or Participant believes such Rewards arrived damaged, the Participant must notify TWE using <https://prizelogic.zendesk.com/hc/en-us/requests/new?id=014155> within 60 days of Participant’s receipt of the applicable Reward(s).

5. TWE reserves the right to modify the available Rewards and their corresponding Point totals at any time and for any reason in TWE’s sole and absolute discretion.

Room 1 Rewards:

Reward	Quantity Available	Approximate Retail Value
A 25% Off Riedel Gift Code (Code expires 10/31/22; valid on full-price items.)	783	\$0
A \$10 Vudu Promotional Code	784	\$10
A \$10 Grocery Delivery Gift Card awarded as a \$10 Visa Virtual Account	784	\$10

Room 2 Rewards:

Reward	Quantity Available	Approximate Retail Value
A Decanter awarded as a \$35 Visa Virtual Account	224	\$35
A Pair of Marble Tumblers awarded as a \$35 Visa Virtual Account	224	\$35
A Marble Wine Cooler awarded as a \$35 Visa Virtual Account	224	\$35

Room 3 Rewards:

Reward	Quantity Available	Approximate Retail Value
A Set of Steak Knives awarded as a \$100 Visa Virtual Account	89	\$100
A Wireless Speaker awarded as a \$100 Visa Virtual Account	90	\$100
A Set of Wine Glasses awarded as a \$100 Visa Virtual Account	90	\$100

Room 4 Rewards:

Reward	Quantity Available	Approximate Retail Value
An Espresso Machine awarded as a \$500 Visa Virtual Account	22	\$500
A DSLR Camera awarded as a \$500 Visa Virtual Account	22	\$500
A Bar Cart awarded as a \$500 Visa Virtual Account	23	\$500

VISA:

The OmniCard Visa Virtual Account is issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Visa Virtual Account can be redeemed at every Internet, mail order, and telephone merchant everywhere Visa debit cards are accepted. Terms, conditions and expiration apply.

RIEDEL:

See terms and conditions at: <https://www.riedel.com/en-us/shopping-legal/tcs>.

VUDU:

VUDU: VUDU Promotional Code (“Code”) is good towards the purchase or rental of content (excluding “Home Premieres”, Premium Video on Demand, Disc + Digital or Mix & Match transactions, or any other early release window content) on Vudu.com and via participating Vudu apps (up to \$10 total value). You may be required to pay taxes separately. You must have a Vudu account to redeem your Code. Vudu is free to join; you must be 18 years of age or older to open a Vudu account. Credit card may be required for transactions on Vudu.com. Code must be loaded to your account by 7/31/22 and must be used within 30 days of loading to your Vudu account. One Code per transaction. Limit 3 Codes per person. If lost or stolen, cannot be replaced. No cash value, except as required by law. Not valid with any other offer. One-time use only. Not for resale; void if sold or exchanged. If the cost of purchase or rental is more than maximum value of the Code, then user must pay the difference. Any price difference between cost of purchase or rental and maximum value of the Code will not be refunded. Offer valid in U.S. and D.C., excluding U.S. territories and where prohibited by law. Vudu and Fandango Loyalty Solutions, LLC are not a sponsor or co-sponsor of this promotion. The redemption of the Code is subject to Vudu’s Terms and Policies at <https://www.vudu.com/tos>. **Vudu** is a trademark of Fandango Media, LLC.

6. General Terms: In no event will more than the stated number of Rewards as set forth in the table above be awarded. Sponsor reserves the right to modify the Rewards available by posting a

notice of such modification on the Website. In the event that due to technical, typographical, mechanical or other errors, there are more Rewards awarded or more Reward notifications are distributed than the total number available as set forth in the table above, a random drawing among the claimants will be held to determine the recipients. The Website will list the number of Points required to redeem a specific Reward. A participant cannot redeem Points for Rewards unless he/she has accumulated the required corresponding number of Points. To redeem a Reward after earning the required Points for the respective Reward, log on to the Website, and click the redeem reward button to access the confirmation of Points and redeem Reward page. Information about each Reward will be provided on the "Confirmation" page. Once a participant redeems a Reward, Points will be deducted from the participant's account. Points, once earned, cannot be refunded, transferred or re-used. Rewards obtained through this Loyalty Program are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor's sole discretion) are offered or permitted with respect to any Reward.

7. Limited quantities of each Reward are available. No more than two thousand four hundred forty-two (2,442) Rewards are available in this Loyalty Program and Rewards are subject to change. The types and quantities of Rewards are subject to availability, and Sponsor reserves the right, at its sole discretion, to change the Rewards at any time throughout the Promotion Period. Any changes to the Rewards available will be posted on the Website.

8. Email/Shipment of Rewards: Once eligibility is confirmed, Rewards will be emailed or mailed to the email address or physical address (PO Boxes not permitted) provided at registration. No responsibility is assumed by Sponsor for any undelivered e-mails, including without limitation, e-mails that are not received because of an Participant's privacy or spam filter settings that may divert any Rewards or other Promotion related e-mail to a spam or junk folder. No responsibility is assumed by Sponsor for a Reward after it has been e-mailed. If any Reward is returned as undeliverable, item(s) will be forfeited. The right to receive a Reward is non-assignable, non-transferable, and no Reward substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a Reward of equal or greater value in case of unavailability of a Reward, or force majeure. All other costs and expenses not expressly set forth herein shall be solely the Reward recipient's responsibility. Each Reward is provided "as is" and without warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Participants hereby acknowledge that the Sponsor has not made, and is not in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to this Promotion or any Reward, in whole or in part.

9. Rewards Availability: All Rewards available on the Website are subject to change by the Sponsor in its sole discretion without notice. Rewards will be redeemed on a "first come, first serve" basis in relation to when Participants electronically complete transactions. Once supplies of a Reward offered are exhausted, the Reward will expire and will be designated on the Website as sold out and/or will be deleted from the Website and will no longer be available for redemption in the Promotion. Sponsor reserves the right, at its sole discretion (without obligation) to substitute merchandise of greater or equal value in the event supplies of any one item exhaust. No exchanges, returns or refunds on Rewards are permitted for any reason. Sponsor does not guarantee the availability of any Reward for any period during the Promotion. Sponsor may, in its discretion,

add new merchandise items for redemption during the Promotion Period. In the event that any Reward becomes unavailable, Sponsor reserves the right to substitute an item of equal or greater value in its sole discretion.

10. **Verification:** All Qualifying Purchases and/or Points are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes. Sponsor reserves the right to void Points and/or Rewards from any IP address or device if suspicious activity is detected or suspected. No Rewards redemption will be valid if such Rewards redemption is associated with any Points deemed void for any reason, including without limitation, the following: (a) the Points and/or Rewards is not verified or recognized as being validly issued by Sponsor in the Promotion; (b) the Points and/or Rewards is determined to have been previously entered and used. Sponsor may change its policy or set limitations and restrictions on replacements at any time and without any form of notice. Except as expressly stated above, Sponsor, or any of the Promotion Entities, shall not have any liability or obligation to the holder of a void Qualifying Purchase, Point and/or Rewards or to any third party, with respect to any void Points and/or Rewards.

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, 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 a 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_PurchTerms 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. Fandango, Fandango Loyalty Solutions, LLC and their parents, affiliates and subsidiaries 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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