



RUMCHATA HOLIDAY TREAT 2026

Terms and Conditions

OPEN ONLY TO LEGAL RESIDENTS OF ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, DELAWARE, FLORIDA, GEORGIA, IDAHO, ILLINOIS, IOWA, KANSAS, KENTUCKY, MARYLAND, MASSACHUSETTS, MICHIGAN, MISSISSIPPI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW MEXICO, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, VERMONT, VIRGINIA, WEST VIRGINIA, WISCONSIN, WYOMING, AND DISTRICT OF COLUMBIA, WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION.

VOID IN ALABAMA, CONNECTICUT, HAWAII, INDIANA, LOUISIANA, MAINE, MINNESOTA, MISSOURI, NEW JERSEY, NEW YORK, PENNSYLVANIA, TENNESSEE, TEXAS, UTAH, AND WHERE PROHIBITED OR RESTRICTED BY LAW. VALID WHILE SUPPLIES LAST.

THIS OFFER IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH VENMO OR PAYPAL, INC. VENMO ACCOUNT REQUIRED TO RECEIVE AN OFFER ITEM.

The RumChata Holiday Treat 2026 ("Offer") is sponsored by E. & J. Gallo Winery, ("Sponsor") 600 Yosemite Blvd., Modesto, CA 95354, and is administered by Twelve Thirty ("Administrator").

1. **OFFER PERIOD:** The Offer includes a purchase period that begins September 1, 2026 and ends on December 31, 2026 ("Purchase Period") and a submission period that begins on September 1, 2026 at 12:00 PM Eastern Time ("ET") and ends on January 15, 2027 at 11:59:59 PM ET or while Offer Items supplies last, whichever occurs first ("Submission Period"). The Purchase Period and Submission Period are collectively referred to as the "Offer Period". Sponsor reserves the right to modify or terminate this Offer at any time.
2. **ELIGIBILITY:** The Offer is open to legal residents of Alaska, Arizona, Arkansas, California, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Carolina, South Dakota, Vermont, Virginia, West Virginia, Wisconsin, Wyoming, And the District Of Columbia, who are at least twenty-one (21) years old at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). Venmo account required to receive an Offer Item (defined below). Employees, directors, officers, and agents of Sponsor, Administrator, retailers, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer ("Offer Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Employees, agents and officers of alcohol beverage retailers

and distributors and their immediate family members and all other individuals/entities associated with this Offer are not eligible to enter or participate. Participation in the Offer constitutes participant's full and unconditional agreement to these Terms and Conditions.

3. **HOW TO PARTICIPATE IN THE OFFER:** During the Purchase Period, a participant must visit a retailer that sells RumChata and purchase a bottle of RumChata (750ml or larger) and any indulgent treat ("Qualifying Purchase"), while supplies last. All purchases must be made during the Purchase Period to be eligible for this Offer. Where permitted, all participants must retain the original retailer receipt. Upon making a Qualifying Purchase, an eligible participant must visit rumchataholidaytreat.com ("Website"), validate their date of birth, submit their valid phone number associated with their Venmo account, and complete and submit the registration page including but not limited to: their first and complete last name (no initials), valid e-mail address, street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and date of birth. Participant must then follow the links and instructions to upload a photograph of their original Qualifying Purchase register receipt (each, a "Receipt") by 11:59:59 PM ET on January 15, 2027. The Receipt file must be in .JPEG, .JPG, or .PNG format and may not exceed 10MB. NOTE: A Receipt may only be used once to receive an Offer Item (as defined below). A Receipt may not be used by more than one (1) participant. **If a receipt is rejected, the Sponsor may contact the participant and give the participant another opportunity to upload a valid receipt. Notwithstanding the foregoing, the participant will have no more than five (5) opportunities to upload a valid receipt.**

After completing the registration page and uploading a valid Receipt, as set forth above, and upon verification of eligibility and compliance with these Terms and Conditions, a participant will receive five dollars (\$5) via Venmo ("Offer Item"). Limit two (2) Offer Items per participant for the entire Offer Period. **This Offer is in no way sponsored, endorsed, administered by, or associated with Venmo or PayPal, Inc.** Any available opt-in opportunities are not required to participate, and opting-in or requiring consent will not be a condition of purchasing any goods or services. By participating, recipient agrees that Sponsor and participating parties where applicable are authorized to contact entrant via email, mail, phone or any other form of media to make recipient aware of information pertinent to the offer as detailed in Sponsor's Privacy Policy found at www.gallo.com/legal/privacy.

NOTE: During the Offer Period, an entrant may receive a link to the Website by scanning the QR code on select Offer print advertising. An entrant may center the QR code in the camera and scan the QR code. Once completed, the entrant will receive a link to the Website and may follow the steps noted above to participate in the Offer. An entrant cannot participate solely by scanning the QR code.

4. **LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, Venmo, PayPal, Inc., and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not

responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Offer Item or Offer related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights or based on any claim of infringement of intellectual property; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the

event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. **DISPUTES:** THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN STANISLAUS COUNTY, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
6. **PRIVACY POLICY:** Sponsor’s privacy policy is available at: www.gallo.com/legal/privacy.
7. **INFORMATION AND OFFER COMMUNICATIONS:** As a condition of participating in the Offer, each participant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Offer and to comply with applicable laws, regulations and rules. Any information participant provides to Sponsor may be used to communicate with participant in relation to this Offer. By participating in the Offer, participant agrees to all of the terms and conditions of the Sponsor’s Privacy Policy, which is available at <http://www.gallo.com/legal/privacy> In the event of any discrepancy between the Sponsor’s Privacy Policy and these Terms and Conditions, these Terms and Conditions shall control and govern.
8. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent

requests will not be honored. Offer Items are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. Offer Items details and availability are subject to change and provider's rules and restrictions, and in the event that Sponsor is unable to provide the recipient with his or her Offer Item, the Sponsor may elect to provide recipient with the approximate value of such item in cash or award an alternate item of comparable or greater value. Offer Item recipients will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Offer Item(s) they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of each Offer Item is based on available information provided to Sponsor and the value of any Offer Item awarded to a recipient may be reported for tax purposes as required by law. The Offer Parties are not responsible for and recipient will not receive the difference, in any, between the actual value of the Offer Item at the time of award and the stated ARV in these Terms and Conditions or in any Offer-related correspondence or material. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions to be acting with the intent to disrupt the normal operation of the Offer or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail. YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR PARTICIPATION IN THE OFFER AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS.

9. **SPONSOR: E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354. Reference to third parties in connection with gifts, rewards and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Offer.**

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