



**APOTHIC BLOOD TYPE A CONTEST
OFFICIAL RULES**

This Contest is intended for legal residents aged 21 or older of the United States (excluding Utah) and the District of Columbia only. Void where prohibited. Do not enter this Contest if you are not eligible.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH PAYPAL, INC. PAYPAL ACCOUNT REQUIRED TO RECEIVE A PORTION OF THE PRIZE.

The Apothic Blood Type A Contest (the “Contest”) will commence at 8:00:00 AM Eastern Time (“ET”) on September 14, 2026 (“Start Date”) and end at 11:59:59 PM ET on September 27, 2026 (“End Date”). The period between the Start Date and End Date will be referred to as the (“Contest Period”).

- 1. SPONSOR/ADMINISTRATOR.** The Contest is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 (“Sponsor”) and is administered by Twelve Thirty, LLC (“Administrator”), for the Apothic Wine brand (“Brand”).
- 2. ELIGIBILITY REQUIREMENTS.** The Contest is open to legal residents aged 21 or older of the United States (excluding Utah) and the District of Columbia only. VOID IN UTAH, PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Directors, officers, employees, and agents of Sponsor, Administrator and any retail licensees, authorized licensees, wholesale licensees, distributors, and each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, or other legal entities or individuals associated with the development, administration, or fulfillment of this Contest, and the immediate families of such persons (defined as spouse, child, sibling, parent, son-in-law, daughter-in-law, grandparent, so-called “step” or “half” variations of any of the preceding individuals, and all descendants and each of their respective spouses, regardless of where they live), and those living in their same households, whether or not related, are ineligible to enter, win or collect prizes in the Contest. The Contest is subject to all applicable federal, state, and local laws, regulations, and ordinances. To receive a portion of the Prize (defined below), winner must have: (a) an active PayPal account in good standing registered in the entrant’s legal name; and (b) the ability to receive funds under PayPal’s current terms and applicable limits. Creating and maintaining a PayPal account is free, but subject to PayPal’s separate terms, privacy policy, and eligibility requirements, which are not controlled by Sponsor.
- 3. TO ENTER.** The Contest begins at 8:00:00 AM ET on September 14, 2026 and ends at 11:59:59 PM ET on September 27, 2026. To enter, eligible entrants must visit www.ApothicBloodTypeA.com (the “Website”) during the Contest Period, click the contest tab to enter the contest, then follow the instructions to submit their entry. Entrant must first complete the entry form, which includes, but is not limited to entering their first and last name, date of birth, mailing address, phone number, and email address. Entrant must then follow the instructions to submit one (1) 500 maximum character written essay highlighting their love for Halloween and why they want to represent Apothic Wine at Heidi’s Halloween party.

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Once entrant has completed the foregoing, entrant will have earned one (1) entry ("Entry") into the Contest. Entry must be received by 11:59:59 PM ET on September 27, 2026, to be eligible for entry into the Contest. Any Entry that is received after 11:59:59 PM ET on September 27, 2026 will be disqualified and that Entry attempt will not be eligible for the Contest.

To be eligible, your Entry must be in English. Your Entry must be received within the Contest Period and must meet all Entry criteria as set forth within these Official Rules. Sponsor and/or Administrator are not responsible for lost, late, incomplete, tampered or damaged Entries or Entries that are lost or misdirected to any Junk folder or SPAM filter or otherwise received or illegible messages from Entrants. All such Entries will be ineligible. Entries will not be acknowledged or returned. Entries become the property of Sponsor and Sponsor is permitted to use Entry content on owned websites, social media, and in emails to consumers. By entering this Contest, each Entrant agrees that the Sponsor may contact the entrant by email or phone to administer and fulfill this Contest.

Limit: One (1) Entry per person during the Contest Period. Multiple entries from the same person will result in disqualification of all such entries. Any person who attempts to participate by using multiple cellular numbers, multiple email addresses, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Sponsor in its sole discretion.

Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Contest. Entries will be deemed to have been submitted by the authorized account subscriber. In the event of a dispute over who an Entry corresponds to, the authorized account subscriber of the email address used to enter the Contest as of the actual time that such information was received by Administrator, will be deemed to be the entrant. The "authorized account subscriber" is defined as the natural person who is assigned to the email address. Administrator may require an entrant to show proof of being the authorized account subscriber. Sponsor or Administrator are not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant's Entry attempts. Sponsor or Administrator are not responsible for Entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of Entry; provided, however, that any entrant's participation in the Contest constitutes, and is deemed, such entrant's full and unconditional agreement to the Official Rules and any and all decisions of Sponsor and Administrator, which are final and binding in all respects. All entrants agree to waive any right to claim ambiguity in the Contest and/or these Official Rules. Entries not in compliance with these Official Rules may be disqualified in Sponsor or Administrator's sole discretion. Entries become the property of Sponsor. **If you choose to enter via a mobile device by using a mobile device to access the Website, STANDARD MESSAGE RATES AND DATA CHARGES MAY APPLY.** Please consult the terms and conditions of your individual service plan prior to participating via a mobile device. A mobile device is not required to enter the Contest.

- 4. CONTEST ENTRY CRITERIA.** In addition to the above requirements, each Entry must meet the following content restrictions:
- The Entry must be entrant's original work, created solely by the entrant and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity

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or intellectual property rights, or that constitutes copyright or trademark infringement. **Use of artificial intelligence (AI) to create or alter the Entry is strictly prohibited.**

- The Entry must not contain sexually explicit content, violence or objectionable material that Sponsor or Administrator determines in its sole discretion is inappropriate, indecent, obscene, abusive, hateful, tortuous, defamatory, slanderous, libelous or offensive.
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- The Entry must not contain material that is unlawful, in violation of or contrary to any applicable laws, rules or regulations. The Entry must not contain any personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your Entry, you acknowledge and agree that such information will be disclosed publicly, and you are solely responsible for any consequences thereof.
- The Entry must not contain any commercial content.
- The Entry may not have been previously published and must not have won previous awards.
- The Entry must abide by, and entrant agrees to abide by, the Brand's User Agreement and Privacy Policy, as determined in Brand's sole discretion. The link to these policies are located at: https://www.apothic.com/on/demandware.store/Sites-apothic-Site/en_US/Page-SharedContent?cid=user-agreement and https://www.apothic.com/on/demandware.store/Sites-apothic-Site/en_US/Page-SharedContent?cid=privacy-policy

5. CONTEST JUDGING. Entries received during the Contest Period will be judged by a panel of judges appointed by the Sponsor and/or Administrator according to the following procedures and criteria:

- **Creativity of submitted Entry: 34%**
 - The panel of judges will compare the content of each submitted entry in search of an engaging and entertaining story highlighting their love for Halloween by describing show-stopping costumes, unforgettable décor or traditions, and why they want to represent Apothic Wines at Heidi's Halloween party.
- **Originality: 33%**
 - The panel of judges will compare the content of each submitted entry in search of original and unique attributes used to create the essay submission. Judges will look for a well-organized and vivid entry that captures the entrant's transformative love for Halloween.
- **Appropriateness and Relevance to the theme: 33%**
 - The panel of judges will judge whether and to what extent each entry touches on the majority or all relevant themes of:
 - a) Transforms Halloween every year
 - b) Captures the Apothic Wine Halloween spirit
 - c) Halloween enthusiast energy
 - d) Ultimate Apothic Ambassador

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The Entry with the highest score will be deemed the potential prize winner. In the event of a tie, the tied Entries will be judged by an additional judge appointed by Sponsor or Administrator who will serve as a tiebreaker, using the same criteria as outlined above, to determine the potential winner.

6. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be one (1) winner during the Contest Period. The winner will be determined by a panel of judges on or about September 30, 2026, from among all eligible Entries. All decisions of the panel of judges, Sponsor and Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Limit: One (1) winner during the Contest Period. Winner's first name, last name initial and city of residence shall be available at <https://winners.twelvethirty.promo/apothicbloodtypea> for up to 60 days.

Winner Notification: Sponsor or Administrator will attempt to notify potential winner ("Potential Winner") via email or phone on or about October 1, 2026. Potential Winner must respond within three (3) business days of notification attempt ("Notification"). Failure to respond to notification as directed within the stated time will result in forfeiture of the prize. Awarding of any prize is subject to verification of Potential Winner's eligibility and full compliance with these Official Rules. The Potential Winner will be required to provide proof of a valid date of birth proving age 21 years or older with a valid government issued ID ("Proof of Eligibility") and complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release Form ("Affidavit and Release") within three (3) days of receiving the Affidavit and Release from Sponsor or Administrator. Failure to return the signed Affidavit and Release within three (3) days following the date of delivery thereof may result in forfeiture of the prize. If any Potential Winner cannot be contacted as specified above, or if Potential Winner fails to respond to the initial Notification, or return the signed Affidavit of Eligibility by the deadline specified above, or if a Potential Winner is deemed ineligible for any other reason in Sponsor's sole discretion, the Potential Winner will be disqualified and an alternate winner may, at Sponsor's sole discretion, be selected in his/her place from among all remaining eligible Entries, time permitting.

Background Checks: Except where legally prohibited, Sponsor and/or Administrator reserves the right to conduct confidential background checks on the Potential Winner and their guest. If requested, Potential Winner and/or Potential Winner's guest must provide authorization and/or complete any forms reasonably needed to facilitate the release of personal and background information. Failure to sign and return the required documentation within the time frame specified by Sponsor and/or Administrator may result in disqualification and forfeiture of the prize. Sponsor and/or Administrator may, in its sole discretion, disqualify the Potential Winner and/or their guest based on the results of such background check if awarding the prize could reflect negatively on Sponsor or any of its affiliates, jeopardize the safety or welfare of Sponsor, its affiliates, or any third-party, or if the Potential Winner or their guest refuse to comply with the background check process. Sponsor is not obligated to disclose any specific results of background check to the Potential Winner or their guest, whether or not the disqualification occurs. Factors that may result in disqualification include, without limitation: conviction of, or current charges for any felony, misdemeanor or a crime of moral turpitude, as determined by Sponsor in its sole discretion. Potential Winner and Potential Winner's guest will not be disqualified based on race, ancestry, national origin, religion, gender or gender identity, sexual orientation, or any other class or status protected by applicable law.

GALLO

7. **PRIZE(S) AND APPROXIMATE RETAIL VALUE ("ARV").** There will be one (1) prize awarded in the Contest. The prize will consist of: two (2) tickets to Heidi's Halloween party on October 31, 2026 in New York City, New York (the "Event") (winner and winner's one (1) guest must both be aged 21 years or older), and one (1) two thousand eight hundred dollar (\$2,800) digital cash payment issued via the digital payment platform, PayPal. Sponsor and event organizer are not responsible or liable for comments made by or any actions of any third parties during the Event. Sponsor and event organizer is not responsible for scheduling, rescheduling, cancellation, or postponement of any portion of the prize. **Winner is responsible for all travel, lodging, and other expenses not expressly included in the prize.** The total ARV of the prize to be awarded during the Contest Period is \$3,800. Tickets to the Event are subject to the terms set by the respective issuer.

The cash portion of the prize will be fulfilled exclusively via PayPal by Administrator to the potential winner's PayPal account. No alternative payment method (including check, ACH, cash, or prepaid card) will be provided except where required by law or expressly permitted by Sponsor in its sole discretion. Winner must have or create an account with PayPal in order to redeem the cash portion of the prize. A PayPal account is free to create and can be created at [paypal.com/welcome/signup](https://www.paypal.com/welcome/signup). All PayPal accounts and transactions are subject to the terms and conditions set by PayPal, PayPal's User Agreement, Privacy Policy, and processing timelines. PayPal's User Agreement can be found at: https://www.paypal.com/us/legalhub/paypal/useragreement-full?country.x=US&locale.x=en_US. PayPal's Privacy Policy can be found at: https://www.paypal.com/us/privacy-center/home?locale.x=en_US. When creating an account with PayPal, winner understands that winner is providing information to PayPal, not to Sponsor. Winner is responsible for verifying and providing the correct PayPal account information only to Administrator. Sponsor is not responsible for: (a) failed transfers due to incorrect, inactive, or restricted PayPal accounts; (b) potential winner's failure to accept or claim the transfer within PayPal; and/or (c) any fees, holds, or limitations imposed by PayPal or the potential winner's financial institution. Sponsor is not responsible for any payment that is declined, returned, sent to incorrect accounts, or which otherwise fails. **This Contest is in no way sponsored, endorsed, administered by, or associated with PayPal, Inc.**

Alcohol is not included as part of any prize. Prize details may be sent to the email address provided by winner. Digital cash portion of the prize will be sent to the PayPal email address provided by winner once winner is verified via Proof of Eligibility and returns the completed Affidavit and Release. Non-cash portion of the prize will be mailed to the address provided by winner upon verification after potential winner is verified via Proof of Eligibility and returns the completed Affidavit and Release. No PO boxes permitted. Unclaimed or returned prizes will not be awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of the prize.

Prize winner and guest (all aged 21 or older) must attend the Event as specified by Sponsor. Sponsor is not liable if the Event is postponed, canceled, or otherwise changed. Sponsor is not responsible for lost or mutilated tickets, and none will be replaced. Tickets are subject to terms and conditions stated therein as well as venue restrictions and are NOT for re-sale. The Released Parties will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of, or the restriction on those attending, the Event. Event is subject to

GALLO

all rules, requirements, and policies, including, without limitation, all security, attendee conduct, bag policies, and safety and health requirements and policies, put in place by the venue. Ticket holders must comply and abide by all such terms, conditions, procedures, policies, protocols.

Guest must complete a Travel Companion Affidavit and Liability Release Form and submit it to Sponsor or Administrator before the prize is awarded. Failure to return the executed Travel Companion Affidavit and Release within the specified time period may result in forfeiture of the prize for the winner's guest(s). Neither Sponsor nor the Administrator are responsible for any legal, or other restrictions on winner's use of the prize, including without limitation travel details, transportation (including airline and ground transportation), accommodations, and restrictions or conditions for travel. Winner is responsible for any and all expenses and incidental travel costs not expressly stated herein as part of the prize, including but not limited to, airfare, hotel accommodations, meals and beverages not specified as part of the prize. Incidental expenses and all other costs and expenses which are not specifically listed as part of the prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the winner. If any part of the prize becomes unavailable for any reason, Sponsor will not be responsible to award that part of the prize. Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the prize. PRIZE IS AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. Prize is nonassignable, nonsubstitutable, and nontransferable. Notwithstanding the foregoing, Sponsor may, at its sole discretion, substitute cash or a prize of equal or greater monetary value. The Winner will receive an IRS Form 1099 MISC for the ARV of the prize.

Sponsor cannot guarantee that winner and/or guest will not be exposed to or become infected with COVID-19 in connection with acceptance of the prize, which includes travel and event attendance. Traveling could increase winner's and/or guest risk of contracting COVID-19. By participating in the prize, each winner and guest acknowledges the contagious nature of COVID-19 and voluntarily assumes all risks that he/she may be exposed to or infected by COVID-19 in connection with prize and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Winner and guest are solely responsible for taking any and all precautions to avoid contracting COVID-19. Aspects of the Prize may be subject to the terms of the ticket issuer or hospitality accommodation, which may require prize winner and winner's guest to comply with all the local regulations and rules at the time of participation, travel, safety and health requirements and policies put in place by the issuer, which may include a requirement that ticket holders provide proof of COVID-19 vaccination, proof of negative PCR test, and/or adhere to masking requirements.

Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellation or delay of flights, closure of local hotels, travel restrictions, cancellation or rescheduling of the Events, for any reasons, including but not limited to, COVID-19.

Travel Safety Advisory: Since travel and tourism are constantly changing, the winner and guest shall consult the U.S. State Department's website at travel.state.gov regarding the latest information concerning traveler safety, security, and health advisories and the Center for Disease Control website for testing protocols <https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html>. The winner and guest are responsible for checking the travel protocols before they depart and ensuring that they fully understand and comply with any such protocols. For example,

GALLO

some destinations may require obtaining a negative COVID-19 viral test a certain number of days before and upon return travel. The Sponsor and Administrator shall not be responsible for any additional costs incurred for any required test or any other pre-travel or post travel requirements.

- 8. EVENT CONDUCT.** Winner and his/her guest conduct will be under the supervision of Sponsor, Administrator, Event and venue security, and/or its Event Representatives ("Event Staff") whose decisions are final and binding in all aspects relating to the event. Winner and his/her guest may be removed from event premises at the sole discretion of the Sponsor, Administrator, or Event Staff for any reason at any time, including but not limited to the advice of the Event Staff, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, or for any unhealthy, unlawful, unsafe, or inappropriate act. If winner or guest who, in the opinion of the Sponsor, Administrator, or Event Staff is considered a physical or mental threat to the well-being of any person, he/she may be removed from the event premises. Any act performed by winner or guest defined by federal, state or local statute or ordinance as constituting a criminal act may result in removal from event premises. At the sole discretion of the Sponsor, Administrator, and Event Staff, if winner or guest uses profanity, or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsor, Administrator and/or Event Staff shall have the right to remove that individual from event premises. At the sole discretion of the Sponsor, Administrator and Event Staff, if winner or guest creates the potential for death, disability, injury and/or property damage during the event, the Sponsor, Administrator and/or the Event Staff, shall have the right to remove that individual from event premises.
- 9. INTERNET.** If for any reason this Contest cannot be executed as planned, including but not limited to infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor or Administrator that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor and Administrator reserve the right to cancel, terminate, suspend, or modify the Contest. In such event, Sponsor or Administrator, at their discretion, may select a winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring termination, cancellation or suspension of this Contest.
- 10. LICENSE TO ENTRY.** Except where prohibited by law, by submitting an Entry, you irrevocably grant Sponsor and its designated agents the royalty-free right throughout the world in perpetuity to use, re-use, copy, publish, copyright, republish in whole or in part, edit, add to, modify, and rearrange the Entry in whatever media now known or hereafter developed, for use in the advertising and promotion of Sponsor and Sponsor's products without further permission, approval, consideration or payment to you, except where prohibited by law. You agree to sign any document requested by Sponsor to further confirm this license. By accepting the prize, winner consents to Administrator's use and publication of their first name, last name initial, and city of residence on a publicly accessible website for a period not to exceed 60 days following completion of winner verification.
- 11. LIMITATIONS OF LIABILITY AND RELEASES.** No liability or responsibility is assumed by Sponsor or Administrator from entrant's participation in, or attempt to participate in, the Contest. Sponsor and the Administrator are not responsible for any typographical errors in the information provided by entrants, or in the announcement of prizes or these Official Rules. Sponsor's or Administrator's failure

GALLO

to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Contest and/or accepting the prize, each entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor and Administrator, or their respective designated agents, which are final and legally binding in all respects, and agrees to waive any right to claim any ambiguity in these Official Rules. The entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials and mail submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that Sponsor, Administrator, Heidi Klum, Full Picture, and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees, representatives and agents, and Meta Platforms, Inc. (collectively, the “Released Parties”) shall have no liability whatsoever, and each entrant agrees to release, indemnify and hold harmless the Released Parties for, any injuries, illness, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession, use or misuse of any prize, or participation in this Contest or participation in any Contest-related activities and further acknowledges that said Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize awarded in connection with the Contest.

Sponsor and Administrator reserve the right, in their sole discretion, without prior notice or obligation and at any time, to cancel, terminate or suspend this Contest, or any portion thereof, should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor or Administrator corrupt or impair the administration, integrity, security, fairness or proper conduct of the Contest, or for any other reason, at their sole discretion. Sponsor and Administrator reserve the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware or software failures of any kind, traffic congestion in any networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed transmissions, whether caused by Sponsor, Administrator, users, or by any of the equipment or programming associated with or utilized in the Contest, or by technical or human error which may occur and/or which may damage Sponsor’s or Administrator’s ability to receive or store Contest data, or which may damage an entrant’s system in connection with the selected method of entry, or which may otherwise limit any entrant’s ability to participate and/or redeem the prizes in the Contest. In the event that any entrant’s Entry attempt is not successfully received by Sponsor or Administrator, that entrant’s sole remedy shall be to attempt to enter the Contest once again during the Contest Period. Sponsor and Administrator reserve the right at its sole discretion, to disqualify any individual who tampers with the Contest, or the operation of the Contest, or who enters using any automatic or programmed entry duplication method, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Contest.

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT

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RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

All rights under Section 1542 of the California Civil Code are expressly waived. That section provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

By accepting the prize, the winner agrees that Sponsor may use winner's Entry and any and all such winner's name, city and/or state of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the Contest, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Should winner make any false statement in any document referenced herein, the winner will be required to promptly return to Sponsor the awarded prize(s) received. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect.

12. GOVERNING LAW & JURISDICTION. Except where prohibited, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant, Sponsor, Administrator, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction. Entrants agree that any action at law or in equity arising out of or relating to this Contest, or awarding of the prize, shall be filed only in the state courts with jurisdiction over Stanislaus County, California or in federal courts in the Eastern District of California, and the entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

13. PRIVACY. Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest solely for the purposes of administering the Contest and fulfilling the prize, and by entering this Contest you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://www.gallo.com/legal/privacy>.

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- 14. NO X (formally known as TWITTER)/FACEBOOK/INSTAGRAM ASSOCIATION.** This Contest is in no way sponsored, endorsed or administered by, or associated with, X (formally known as Twitter), Facebook or Instagram. You understand that you are providing your information to Sponsor, not to X(formally known as Twitter), Facebook or Instagram. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to X (formally known as Twitter), Facebook or Instagram.
- 15. OFFICIAL RULES AND WINNERS LIST.** For confirmation of the name (first name and last initial) and city of residence of the winner, please visit <https://winners.twelvethirty.promo/apothicbloodtypea>. The winners list will be posted after winner verification is complete and will be available for sixty (60) days thereafter. These Official Rules are available at ApothicBloodTypeA.com/rules.pdf.

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