

**EXPLORE SCOTLAND TOGETHER SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA, WHO ARE 21 AND OLDER. VOID WHERE RESTRICTED OR PROHIBITED.

The Explore Scotland Together Sweepstakes (the "Sweepstakes") will commence at 12:00:00 AM Central Time ("CT") on 5/1/2019 ("Start Date") and end at 11:59:59 PM CT on 6/30/2019 ("End Date"). The period between the Start Date and End Date will be referred to as the ("Sweepstakes Period").

- 1. SPONSOR/ADMINISTRATOR.** The Sweepstakes is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 ("Sponsor"), and is administered by Arrowhead Promotion & Fulfillment Co., 1105 SE 8th Street, Grand Rapids, MN 55744 ("Administrator"), for Sponsor's Jura, John Barr, and Shackleton brands ("Brand").
- 2. ELIGIBILITY.** The Sweepstakes is open to legal residents of the 50 United States (excluding Utah) and the District of Columbia, who are 21 years of age or older as of the Start Date of the Sweepstakes. 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 Sweepstakes, 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 Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws, regulations, and ordinances.
- 3. HOW TO PARTICIPATE. NO PURCHASE NECESSARY.** There are two (2) ways to enter the Sweepstakes.

Text Messaging: To enter through the text messaging method of entry, an eligible individual must text the keyword "Scotland" to short code 24587 for the U.S. Entry Pool or text the keyword "Scotland1" for the Florida Entry Pool using a two-way text messaging capable device. Sponsor will respond with an automated text message with a link to online entry page where entrant will be asked to verify his or her age. The entrant will then need to complete the entry page with their full name, address, city, state, zip code, email and select one of the Scotland Trip options they are entering a chance to win: Trip A: Golf Trip to Scotland, Trip B: Hiking Trip to Scotland, or Trip C: Whisky-Making Trip to Scotland. Once entrant has completed the foregoing, he/she will receive a message confirming receipt of entry and will have earned one (1) entry (each an "Entry" and collectively, the "Entries") into the Sweepstakes.

Entrants who use text messaging to enter will be charged according to their carriers' standard

messaging and data rates and entrants should contact their carriers for pricing details. Sponsor and Administrator are not responsible for any fees incurred by participating in this Sweepstakes. Check your owners' manual for specific text messaging instructions. Text messaging may not be available through all wireless carriers. All text messages must be received by 11:59:59 PM CT on 6/30/2019 to be eligible to enter into the Sweepstakes. Text "STOP" to 24587 to stop.

Email: To enter via email method of entry, entrant must (i) insert the Sweepstakes keyword "Scotland" for a U.S. Entry or "Scotland1" for a FL entry in the subject line of the email, and (ii) include the following in the body of the email:

1. Entrant's full name, address, city, state, zip code, email, and date of birth.
2. Entrant's selection of one of the Scotland Trip options they are entering for a chance to win:
 - a. Trip A: Golf Trip to Scotland
 - b. Trip B: Hiking Trip to Scotland
 - c. Trip C: Whisky-Making Trip to Scotland

Entry must be sent to the following email address: 24587@apfco.com. Email entries must be received in the Administrator's inbox by 11:59:59 PM CT on 6/30/2019 to be eligible for entry into the Sweepstakes. Once entrant has completed the foregoing, entrant will have earned one (1) Entry into the Sweepstakes.

Sponsor 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. All such Entries will be ineligible.

Limit one (1) Entry per person/email address/cellular number during the entire Sweepstakes Period regardless of the method of Entry. Any person, who attempts to participate by using multiple methods of Entry, multiple cellular numbers, multiple email addresses, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Sponsor in its sole discretion.

Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Sweepstakes. In the event of a dispute over who an Entry corresponds to, the authorized subscriber of the cellular account used to enter the Sweepstakes (or the authorized account subscriber or owner of the email address) as of the actual time that such information was received by Sponsor, will be deemed to be the entrant. The "authorized account subscriber" is defined as the natural person who is assigned the cellular telephone number (or email address) by the cellular telephone network associated with the cellular phone number (or by the internet service provider associated with the email address) used to enter the Sweepstakes. Sponsor may require an entrant to show proof of being the authorized account holder. Sponsor is not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant's text-in Entry attempts. Sponsor is not responsible for Entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of Entry; provided, however, that any entrant's participation in the Sweepstakes 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

Sweepstakes and/or these Official Rules.

4. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be a total of seven (7) Grand Prize winners for the U.S. Entry Pool and one (1) Grand Prize winner for the FL Entry Pool for a total of eight (8) Grand Prize winners in this sweepstakes. Winners will be determined by random drawing conducted by Administrator on or about 7/14/2019 from among all eligible Entries. All decisions of Sponsor and Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend upon the number of eligible Entries received. Limit: one (1) winner per household.

Winner Notification: Sponsor or Administrator will attempt to notify each potential winner ("Potential Winner") via phone on or about 7/14/2019. Potential Winner must respond within two (2) days of notification attempt. Failure to respond to notification as directed within the stated time will result in forfeiture of the prize. Awarding of any prize is subject to verification of Potential Winner's eligibility and full compliance with these Official Rules. The Potential Winner will be required to complete, sign and return an Affidavit of Eligibility and a Liability/Publicity Release Form ("Affidavit and Release") within two (2) days of receiving the Affidavit and Release from Sponsor or Administrator. Failure to return the signed Affidavit and Release within two (2) days following the date of delivery thereof may result in forfeiture of the prize. If any Potential Winner cannot be contacted as specified above, or if Potential Winner fails to return the signed Affidavit of Eligibility by the deadline specified above, or if 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 Administrator's sole discretion, be randomly selected in his/her place from among all remaining eligible Entries, time permitting.

5. **PRIZE(S) AND APPROXIMATE RETAIL VALUE ("ARV").** There will be eight (8) Grand Prizes. Seven (7) awarded from the U.S. Entry Pool and one (1) awarded from the FL Entry Pool. Each winner will choose from one of the Trips listed below.

TRIP OPTION A GRAND PRIZE: A golf trip to Scotland for two (2) people. Trip includes: round-trip coach airfare from a Sponsor-specified major US airport nearest winner's residence to Edinburgh, Scotland; 4-nights Sponsor-specified hotel accommodations in Edinburgh, Scotland; three (3) 18-hole rounds of golf at Archfield, Gullane and Eden/Jubilee golf course in Scotland (subject to availability); and ground transportation to/from airport/hotel in Scotland. ARV: \$6,000.00.

TRIP OPTION B GRAND PRIZE: A hiking trip to Scotland for two (2) people. Trip includes: round-trip coach airfare from a Sponsor-specified major US airport nearest winner's residence to Scotland; 4-nights Sponsor-specified hotel accommodations in Edinburgh/Pitlochry, Scotland; a tour guided hike in Pitlochry, Scotland; and ground transportation to/from airport/hotel in Scotland. ARV: \$6,000.00.

TRIP OPTION C GRAND PRIZE: A Whisky-Making trip to Scotland for two (2) people. Trip includes: round-trip coach airfare from a Sponsor-specified major US airport nearest winner's residence to Scotland; 1-nights Sponsor-specified hotel accommodations in Glasgow, Scotland, 2-nights sponsor-specified hotel accommodations in Jura, Scotland, a Whisky-making tour at

Jura Distillery in Jura, Scotland; and ground transportation to/from airport/hotel in Scotland. ARV: \$6,000.00.

TOTAL ARV OF ALL PRIZES: \$48,000.00.

Alcohol is not included as part of any prize. Prize will be sent to address provided by winner after winner is verified and returns the completed Affidavit and Release. No PO boxes permitted. Unclaimed or returned prizes will not be awarded. Sponsor and the Administrator are not responsible for any legal or other restrictions on winner's use 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. Winner will receive an IRS Form 1099-MISC for the ARV of the prize.

TRIP TERMS: Advanced reservations required. All other expenses (including, without limitation, ground transportation other than listed above, personal expenses (optional excursions, spa treatments, souvenirs), telephone charges, meals and beverages, and all federal, state and local taxes (including applicable income taxes)) and fees incurred are the winner's/guest's sole responsibility. The winner will be responsible for applicable taxes and fees. Trip is subject to availability; restrictions and blackout dates apply. Trip is non-transferable, non-refundable and cannot be exchanged for cash. The winner is responsible for tax and fuel costs, and winner and guest must both be at least 21 years old with a legal US passport to redeem the prize. Additional air carrier baggage charges are the responsibility of the traveling passenger. Any optional service fees including seat selection, meals, and drinks are not included and are the responsibility of the traveling passenger. **IMPORTANT NOTICE REGARDING NEW PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL:** As of January 23, 2007, all international travelers must present a government issued passport for U.S. Customs re-entry after air, land or sea travel. For more information, please visit the State Departments consular website at www.travel.state.gov or the U.S. Department of Homeland Security's website at www.dhs.gov. It is the traveler's responsibility to provide proper documentation. Married or divorced women traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree.

- 6. GENERAL TERMS AND LIMITATIONS OF LIABILITY AND RELEASES.** All Entries related to this Sweepstakes become the exclusive property of Sponsor and none will be returned. By entering, entrants agree that Sponsor may use that entrant's submission, without limitation, for promotional purposes relating to the Sweepstakes, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other

provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Sweepstakes and/or accepting any prize, each entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor and Administrator, or their respective designated agents, which are final and legally binding in all respects, and agrees to waive any right to claim any ambiguity in these Official Rules. Sponsor reserves the right to modify or revise these Official Rules at any time and for any reason. The entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials and mail submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that Sponsor, Administrator and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Released Parties") shall have no liability whatsoever, and each entrant agrees to release, indemnify and hold harmless the Released Parties for, any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession, use or misuse of any prize, or participation in this Sweepstakes or participation in any Sweepstakes-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 Sweepstakes.

Sponsor reserves the right, in its sole discretion, without prior notice or obligation and at any time, to cancel, terminate or suspend this Sweepstakes, or any portion thereof, should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, integrity, security, fairness or proper conduct of the Sweepstakes, or for any other reason, at its sole discretion. In such event, Sponsor, at its discretion, may select winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring such termination, cancellation or suspension. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware, software or telephone failures of any kind, traffic congestion in any cellular telephone lines, networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed text message transmissions, whether caused by Sponsor, users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by technical or human error which may occur and/or which may damage Sponsors' ability to receive or store Sweepstakes 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 Sweepstakes. In the event that any entrant's Entry attempt is not successfully received by Sponsor, that entrant's sole remedy shall be to attempt to enter the Sweepstakes once again during the Sweepstakes Period. Sponsor and Administrator reserve the right at its sole discretion, to disqualify any individual who tampers with the Sweepstakes, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Sweepstakes.

By accepting the prize, the winner agrees that Sponsor may use any and all such winners' names, cities and/or states of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the

Sweepstakes, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Should winner make any false statement in any document referenced above, the winner will be required to promptly return to Sponsor the awarded prize(s) received. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect.

- 7. GOVERNING LAW AND DISPUTE RESOLUTION.** Except where prohibited, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant, Sponsor, Administrator, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction. Entrants agree that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prize, shall be filed only in the state courts with jurisdiction over Stanislaus County, California or in federal courts in the Eastern District of California, and the entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. EXCEPT WHERE PROHIBITED, BY PARTICIPATING IN THIS SWEEPSTAKES, THE ENTRANTS AGREE THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR AWARDING OF THE PRIZES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS SWEEPSTAKES BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES, ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
- 8. PRIVACY.** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling the prize, and by entering this Sweepstakes 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>.

WINNER NAMES AND OFFICIAL RULES. For the name(s) (first initial and last name) and city of residence of the winner(s) and/or a copy of these Official Rules (must be received by 8/14/2019, send an email to sweeps@apfco.com. Include the name of this Sweepstakes "Explore Scotland Together Sweepstakes" and specify "Winners List" or "Official Rules Request" in the subject line. The Official Rules are also available at <https://apfco.com/secure/K401S/>.

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ABBREVIATED RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of the US (excluding UT) and DC who are 21 or older. Void where prohibited. Starts at 12:00:00 AM CT on 5/1/19 and ends at 11:59:59 PM CT on 6/30/19. Subject to Official Rules. Standard text messaging rates and internet data rates may apply to each message sent and received. Text the following keywords "Scotland" (outside FL) or "Scotland1" (FL only) to short code 24587 to enter by text. You will receive up to 4 autodialed text messages from Whyte & Mackay regarding this Sweepstakes. Consent is not required and is not a condition of purchase. Not all carriers covered. Text "STOP" to 24587 to stop text messages. To enter without using text, entrant must use the Sweepstake's keyword "Scotland" for a U.S. Entry or "Scotland1" for a FL Entry in the subject line of the email, and include the following: Entrant's full name, address, city, state, zip code and date of birth. Entrant's selection of one of the Scotland Trip options they are entering for a chance to win: Trip A: Golf Trip to Scotland; Trip B: Hiking Trip to Scotland; Trip C: Whisky-Making Trip to Scotland to the following email address: 24587@apfco.com. To receive a copy of the Official Rules visit <https://apfco.com/secure/K401s/>. Sponsor: E. & J. Gallo Winery.