

## BLACK BOX PREMIUM WINES CHILI CONTEST

### OFFICIAL RULES

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**BY SUBMITTING AN ENTRY TO THIS CONTEST DURING THE CONTEST PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. THE CONTEST IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

**CONTEST PERIOD:** The Black Box Wine Chili Contest (the "Contest") begins at 12:00:00 AM US Pacific Time ("PT") on January 15, 2024, and ends at 11:59:59 PM PT on March 31, 2024 (the "Contest Period"). The computer clock of Southern Made Services, LLC (the "Administrator"), is the official time-keeping device in the Contest. By participating, participants ("Participants") agree to be bound by these Official Rules and the decisions of E. & J. Gallo Winery (the "Sponsor"), which are binding and final on matters relating to this Contest.

**ELIGIBILITY:** Contest is open only to legal residents of the 50 United States (excluding Utah) and District of Columbia (NOT including residents of Puerto Rico or other U.S. Territories), who are at least twenty-one (21) years of age at time of the Contest. Directors, employees, officers, agents and representatives of the Sponsor, Administrator, Fandango Loyalty Solutions, LLC ("Fandango"), distributors, retailers, sales representatives and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, and all other agencies, corporations, partnerships or other legal entities or individuals involved in the administration, development, fulfillment and execution of this Contest, and their immediate family members, as defined below, of each, and those persons living in the same households, whether or not related, are not eligible to participate in the Contest. Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Employees, officers, directors, and agents of licensed alcoholic beverage manufacturers, authorized licensees, distributors, wholesale licensees and retail licensees of alcoholic beverages, as well as state or local alcohol beverage agencies and their employees, are not eligible to participate in the Contest. Winning a Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state, and local laws and regulations apply. Void where prohibited or restricted. All Entries are the property of the Sponsor.

**HOW TO PARTICIPATE:** To receive one (1) entry (“Entry”) in the Contest visit [www.blackboxchilicontest.com](http://www.blackboxchilicontest.com) (hereafter, the “Website”) during the Contest Period follow the instructions to complete the online entry form with the required information, including Participant’s name, email address, date of birth, and address and then submit, Participant’s chili recipe including recipe name, ingredients, instructions, and upload a photo of the prepared recipe. Participant must represent and confirm they are 21 years or older and accept these Official Rules.

**ENTRY REQUIREMENTS:** Once an Entry is submitted, it cannot be modified in any manner by Participant. Limit of three (3) Entries per person using only one (1) email address. Each Entry received from any person or email address in excess of the above stated limitation will be deemed void. Duplicate Entries that are not unique will be void. In the event of any dispute concerning the identity of any Participant, the Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting user account. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process, in the sole discretion of Sponsor, are void. Entries become the property of the Sponsor and will not be returned.

By submitting an Entry, each Participant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other promotions staged and/or sponsored by the Sponsor, and that such Entries may be similar or identical in theme, idea, format, or other respects to other Entries submitted in connection with this Contest and/or other promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Participant waives any and all claims Participant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Entry, or that any compensation is due to Participant in connection with such Entry or other works used by Sponsor.

By participating, each Participant warrants and represents that (1) Sponsor & its designees shall own the Entry (and all material embodied therein); (2) that by entering Participant irrevocably assigns to Sponsor and its designees any and all rights, title and interest in the Entry including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual, right worldwide to edit, adapt, modify, publish, exploit and use the Entry in any way and in any media for trade, advertising, promotional and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification or permission of Participants, winner or any third parties; (4) that Sponsor reserves the right to contact Participants to discuss their Entry.

By submitting an Entry, each Participant agrees to grant Sponsor and its assignees the use of Participant’s name, biographical information, photograph, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its assignees, without compensation (except to the extent prohibited by law) or additional consents and without prior notice, approval or inspection, and to execute specific written consent to such use if asked to do so.

Photos must conform to the following:

- 5MB or less in size.
- Must be submitted in JPEG, PNG format.
- Comply with all Contest requirements stated below.

Participant may not contract with, or pay for, any outside consulting firm, agency, or other service for any assistance or guidance in the creation of the Entry.

- The Entry must consist solely of the original creation of the Participant.
- The Entry must be in English
- The Entry must be no more than 500 words
- The Entry must not have been previously published in any medium or submitted in any other competition.
- The Participant can use Sponsor's name and product in their Entry
- The Participant represents and warrants that the Entry is suitable for display or publication:
  - it does not contain material that is inappropriate, obscene, hateful, tortious, defamatory, slanderous or libelous.
  - it does not contain any defamatory statements.
  - it does not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement when used as provided for in these Official Rules.
  - it does not contain words that are widely considered offensive to or hateful towards individuals of a certain race, ethnicity, religion, gender, sexual orientation or socioeconomic group.
  - it does not include threats to any person, place, business or group.
  - it does not contain any references to controlled substances (including lawful marijuana use) or other unlawful activities.
  - it does not encourage dangerous or illegal activities.
  - it does not invade the privacy or other rights of any person, firm or entity.
  - it does not contain any third person's personal information, such as personal names or e-mail addresses.
  - it does not communicate messages inconsistent with Sponsor's reputation, image and/or goodwill.
  - it does not disparage Entities, or any other person or party affiliated with the Contest and administration of this Contest.
  - it does not make false statements about Sponsor's products or those of its competitors.
  - it does not contain material that is in violation of or contrary to the laws or regulations in any of the 50 United States or DC.
  - It does not violate any law or regulation; or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor in its sole discretion.

All Entries will be reviewed for content before being judged; however, such review does not relieve the Participant from responsibility for compliance with all of these Official Rules. Entries that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate contents as determined by Sponsor, in its sole discretion, will be disqualified and will not be considered for any Prizes. Sponsor in its sole and absolute discretion, makes the final determination as to which Entries are eligible to take part in this Contest and be considered for Prizes.

If Participant participates via a smartphone or other mobile device, message and data rates may apply. Not all cellular service providers offer the service necessary to participate in this Contest through a mobile device. Please check with your provider for specific capabilities, charges and pricing plans.

Any and all information provided in connection with this Contest is subject to the Sponsor's Privacy Policy available at <https://www.gallo.com/legal/privacy> and terms and conditions available at <https://www.gallo.com/legal/use-agreement>. By entering in the Contest, Participants hereby agree that the Sponsor may collect and use their personal information submitted with their Entry for use in connection with the Contest only. At the time of entry, Participants may be given the opportunity to opt-in to receive further communications from the Sponsor. Participants are not required to opt-in and opting in will not improve your odds of winning.

By entering in the Contest, Participants hereby agree that the Sponsor may collect and use their personal information submitted with their Entry in accordance with Sponsor's Privacy Policy.

**JUDGING, FINALIST VERIFICATION, AND WINNER SELECTION:** The potential Contest grand prize winner ("Grand Prize Winner") and runner up prize winners ("Runner Up Prize Winners") collectively referred to as ("Winners") will be selected in two (2) judging phases at the end of the Contest Period. In each phase, eligible Entries will be judged on the criteria set forth below. Entries will be judged by a panel of marketing, and/or advertising professionals in both phases. Winners will be selected from all eligible Entries.

**Contest Phase 1:** All eligible Entries received by Sponsor will first be judged by the Administrator based on the following criteria (the "Judging Criteria"):

1. Potential Taste Appeal – The Entry has mass appeal and sounds delicious (20%),
2. Creativity – The Entry incorporates ingredients in a unique way and contains interesting flavor combinations (20%),
3. Ease of Preparation – The Entry can be easily recreated by following this recipe and using readily available ingredients (20%),
4. Potential Wine Pairing – The Entry compliments the wine (20%) and
5. Recipe Presentation – The Entry is presented in a way that is well-organized and concisely delivered (20%)

Subject to verification of eligibility and compliance with these Official Rules, the twenty (20) Entries with the highest overall scores will be deemed Finalists ("Finalist Entries") and will advance to Phase 2. In the event of a tie, the Entry(ies) with the highest score in the Mass

Appeal criterion will be determined a Finalist Entry. In the event of a further tie, the Administrator will re-judge the tied Entries until the Finalist Entries have been fulfilled. Sponsor reserves the right to advance fewer than twenty (20) Finalist Entries to Phase 2 if, in its sole discretion, it does not receive a sufficient number of eligible Entries throughout the Contest Period.

**Contest Phase 2:** The Finalist Entries will be judged based on the Judging Criteria provided above by a separate panel of judges consisting of Sponsor's representatives. The Finalist Entry with the highest score will be declared the potential Grand Prize Winner. The next five (5) highest scores will be declared potential Runner Up Prize Winners. In the event of a tie, the Finalist Entry with the highest score in the Mass Appeal criterion will be determined the potential Winners. In the event of a further tie, the Sponsor's judges will re-judge the tied Finalist Entries until the Winners has been fulfilled.

Sponsor may also publish Finalist Entries on Sponsor's Social Media Platforms, in email newsletters, and/or any other Sponsor marketing media.

**CONTEST FINALIST & WINNER NOTIFICATION AND REQUIREMENTS:** Potential Winners will be notified on April 30, 2024, by email and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, all of which must be returned within three (3) days from the first attempted notification. If potential Winners fail to provide any of the documents or assets set forth above within three (3) days of first attempted notification, including without limitation, affidavits, consents, will be disqualified. Return of notification as undeliverable, failure to complete and return requested documentation within the specified time period, the inability of Sponsor to contact potential Winners within a reasonable time period (whether due to a change in email address or otherwise) or noncompliance with these Official Rules by the potential Winners will result in disqualification and, at Sponsor's sole discretion, a runner-up Winner may be selected and notified for the applicable Prize.

Winners understand and agree that Sponsor reserves the right to edit or otherwise revise each potential Winner's Entry for any reason, including without limitation, creative reasons, or technical reasons. Sponsor reserves the right to require entrant to return a signed hard-copy of any documents, consents or releases referenced herein or as may be needed, in Sponsor's sole determination, to reflect and effectuate the rights and releases granted hereunder. Sponsor reserves the right to conduct a background check of any and all records of potential Winners, including, without limitation, civil and criminal court records and police reports, and entry in the Contest constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, Winners shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any Winner based on the results of the background check (e.g., for any felony conviction or crime of moral turpitude), failure of the Winner to properly authorize such check, or for failure to complete any necessary documents, consents, or releases referenced herein as may be needed within three (3) business days of notification of such requirements.

In the event that a Winner is disqualified for any reason, the Prize may not be awarded. The maximum value of the Prizes set forth below represent the Sponsor's good faith determination

of the maximum ARV thereof and the actual fair market value, as ultimately determined by the Sponsor and cannot be challenged or appealed. Winners will receive from the Sponsor an IRS Form 1099 (or similar) in the amount of the ARV of the Prize.

**CONTEST GRAND PRIZE (1):** There is one (1) grand prize ("Grand Prize") available to be awarded. The Grand Prize Winner will receive a check ("Check") for Ten Thousand US Dollars (\$10,000.00 USD). The Check will be sent with delivery signature confirmation and must be cashed by 7/31/24. **The Approximate Retail Value ("ARV") of the Prize is \$10,000.**

**CONTEST RUNNER UP PRIZES (5):** There are five (5) Runner Up Prizes ("Runner Up Prizes") available to be awarded. The Runner Up Prize Winners will receive each receive one (1) Le Creuset Signature 7.25 Cast Iron Dutch Oven. **ARV for each Runner Up Prize is \$500. ARV for all Runner Up Prizes is \$2,500.**

Le Creuset is not associated with or a sponsor of this Contest.

The Grand Prize and Runner Up Prizes will collectively be referred to herein as the ("Prizes").

**Total ARV of all Prizes available in this Contest is \$12,500. Alcohol is not part of any Prize.**

**PRIZE CONDITIONS:** Prizes will be awarded provided that the Prizes are claimed in accordance with the details specified above. The maximum value of the set forth above represents the Sponsor's good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed. Winners will receive from the Administrator an IRS Form 1099 (or similar) in the amount of the Prize.

Prizes consist only of the elements expressly set forth above; no other elements are included in the Prizes and all such expenses are the sole responsibility of Winners. Winners are responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with a Prize not specifically provided herein. In the event that, for reasons beyond their control and not related to a Winner, the Sponsor or the Administrator is unable to award a Prize as described in these Official Rules (including if the designated Prize should become unavailable for any reason, the Sponsor will substitute the Prize with another Prize of similar nature and equal or greater value at its sole discretion. If a selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize may be awarded to an alternate Winner. All Entries and potential Winners are subject to verification by the Sponsor and the Administrator, whose decisions are final and binding.

**GENERAL CONDITIONS:** Contest qualification is determined when Participant submits an Entry. Proof of identity and/or residence reasonably satisfactory to the Sponsor and/or the Administrator may be required to verify eligibility. The Sponsor and the Administrator have the right to determine Contest eligibility in their discretion; all decisions concerning Contest eligibility are final. Any effort to circumvent the Contest's limits, requirements, or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids

submissions and disqualifies person from participating in the Contest. There is a limit of one (1) Prize per person.

By participating, Participants accept and agree to: (i) be bound by these Official Rules, all applicable laws and the decisions of the Sponsor, which shall be final and binding in all matters; (ii) waive any rights to claim ambiguity with respect to the Official Rules; and (iii) waive all of his/her rights to bring any claim, action, or proceeding against any of the Released Parties (as defined below). Released Parties (as defined below) are not responsible or liable for Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Entries will be disqualified, or emails or other errors or difficulties of any kind whether human, technical, electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Prize redemptions, emails, Entries, the announcement of the Winners, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Contest or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in the Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest. If terminated, at its discretion, the Sponsor reserves the right to select the potential Winners from all eligible, non-suspect Prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants, by participating, agree that the Sponsor, the Administrator, Fandango, and each of their respective parents, affiliates, subsidiaries and advertising and Contest agencies and promotional partners and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize (including any travel or activity related thereto) or participation in this Contest. Each Prize is offered and provided "as is" with no warranty or guarantee by the Sponsor, either express or implied. Any and all warranties and/or guarantees

on a Prize (if any) are subject to the manufacturer's terms therefore, and Winners agree to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Contest, each Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to a Prize. Neither the Administrator, Fandango or any of their respective parents, affiliates, and subsidiaries are a sponsor or co-sponsor of this Contest. Each Winner, by acceptance of a Prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and Prize information for advertising, trade, and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In case of dispute as to the identity of any Participant, entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address.

**INDEMNITY:** Participants agree to release, indemnify, defend, and hold harmless the Released Parties from any and all liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorneys' fees) arising out of or relating in any way to: (a) your participation or inability to participate in the Contest, (b) typographical errors in the Official Rules or any Contest promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use a Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Released Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Contest, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the Entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Contest site or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by you, (i) interruption or inability to access the Contest, any Contest-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Released Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Released Parties. Each Winner hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Contest.

Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Contest, use of the Website, or the acceptance, receipt, or use of any Prize



or Prize component. Participants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees.

Should a Winner make any false statement in any document referenced herein, such Winner will be required to promptly return to the Sponsor the awarded Prize received.

**BINDING ARBITRATION:** Except where required by law, Participants and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Contest (including any activity related thereto). Any controversy or claim arising out of or relating to these Official Rules, or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**CHOICE OF LAW AND JURISDICTION:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Participant and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the state of California without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. Any action seeking legal or equitable relief arising out of or relating to the Contest or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**WINNERS' NAMES:** For the name of the Winners (available after May 7, 2024), send a self-addressed stamped envelope to: Black Box Wine Chili Contest Winners, PO Box 90130, Nashville, TN 37209, for Sponsor's receipt no later than July 2, 2024.

**SPONSOR:** E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354.

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// End of Official Rules //