

**CUPCAKE VINEYARDS 2025 SUMMER OF JOY LOYALTY PROGRAM
TERMS AND CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. By participating in the Cupcake Vineyards 2025 Summer of Joy Loyalty Program ("Program") you agree to the following Terms and Conditions. The Program is offered at the sole discretion of The Wine Group LLC, ("Sponsor") doing business as Cupcake Vineyards. In its sole and absolute discretion, the Sponsor may change, modify, or terminate any and all aspects of the Program including, without limitation, its rules, terms, conditions, or rewards, with or without notice. Any such changes will be reflected in these Terms and Conditions and on the Program website at cupcakevineyardsummerofjoy.com ("Website").

TERMS AND CONDITIONS ARE APPLIED TO THIS LOYALTY PROGRAM, LOYALTY POINTS AND RELATED REWARDS.

- All loyalty points awarded through this program are for loyalty, reward and promotional purposes only.
- Loyalty points are non-transferable and have no monetary value.
- Loyalty points may not be purchased or redeemed for cash. No fees are charged to participate in the program, to earn loyalty points, or to redeem loyalty points.
- Loyalty points do not expire during the Redemption Period of the program except as set forth in these Terms and Conditions.
- Loyalty points may be redeemed for sweepstakes entries, gift codes or merchandise as identified on cupcakevineyardsummerofjoy.com and as included in these Terms and Conditions. Any other use, transfer, or redemption of Loyalty points is prohibited. Loyalty points may not be used to purchase items in state-administered stores and are only redeemable for Rewards offered in this Program.
- Legal residents of AL, CA, CT, GA, ID, IN, ME, MA, MN, MS, MO, NJ, NC, OK, OR, PA, SD, TX, UT, VA, WV, or WI may only participate through the non-purchase Activities listed in Section 4 below.

1. OVERVIEW:

The Cupcake Vineyards 2025 Summer of Joy Loyalty Program ("Program") is offered at the sole discretion of The Wine Group LLC, 4596 Tesla Road, Livermore, CA 94550 ("Sponsor"). Individuals may earn non-monetary loyalty points ("Points") through various activities ("Activities") as set forth in Section 4 below. Eligible individuals may enroll in the Program by visiting cupcakevineyardsummerofjoy.com (the "Website"). Enrolling in the Program is free and there is no purchase required to participate. Individuals must be at least twenty-one (21) years of age to enroll and participate in the Program and must be a legal resident of an eligible state to participate through a purchase Activity.

2. ELIGIBILITY:

The Program is open to legal residents of the fifty (50) United States* (excluding Hawaii), and the District of Columbia, and Puerto Rico, who are at least twenty-one (21) years of age at the time of enrollment. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively,

“Program Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, alcoholic beverage suppliers, wholesalers, distributors, and importers, and alcoholic beverage retailers are not eligible to participate. All applicable federal, state, and local laws and regulations apply. Void in HI and where prohibited or restricted by law.

*No purchase required states: Eligible participants who are legal residents of Alabama, California, Connecticut, Georgia, Idaho, Indiana, Massachusetts, Maine, Minnesota, Mississippi, Missouri, New Jersey, North Carolina, Oklahoma, Oregon, Pennsylvania, South Dakota, Texas, Utah, Virginia, West Virginia, and Wisconsin may only participate through the non-purchase Activities as listed below in Section 4 and may not participate or earn Points through the purchase Activities.

3. PROGRAM PERIOD:

The Program began at 12:00 a.m. Eastern Time (“ET”) on May 26, 2025 and will end at 11:59 p.m. ET on September 1, 2025 (“Program Period”). Sponsor reserves the right to shorten, extend, modify, terminate, or cancel the Program at any time as set forth in Section 10 below. Participants may only redeem Points during the Program. In the event of cancellation of the Program, participants may continue to redeem for up to thirty (30) days after the last day of the Program Period (“Redemption Period”).

4. HOW TO PARTICIPATE:

Create An Account. To enroll and create a Program account (“Account”), eligible participants must visit the Website, click the “Create An Account” button, and follow the onscreen instructions to provide the required information which may include, but is not limited to, participants full first/last name, date of birth, valid email address, full physical mailing address (no PO Boxes), city, state, Zip Code, and provide agreement to these Terms and Conditions. There is a limit of one (1) Account per participant. Multiple participants are not permitted to share the same Account. Any attempt by any participant to create more than one (1) Account using automated systems, multiple/different email addresses, identities, enrollments, or any other methods will void that participants Account and any Points earned may be lost.

Participate in Activities. During the Program Period, eligible participants can earn Points by participating in different Activities as outlined below. The available Activities are subject to change and any changes will be reflected on the Website and in these Terms and Conditions.

The following Activities are currently available in the Program:

- 1. Purchase and Receipt Upload (See valid state list below).** During the Program Period, an eligible participant may purchase Cupcake wine products, in a 750 mL bottle (“Qualifying Purchase”) and follow the instructions at the Website to upload their Qualifying Purchase receipt. Receipts must be dated between May 26, 2025 and September 1, 2025 and uploaded no later than September 1, 2025. Participants can upload an image of the entire receipt that contains the Qualifying Purchase item to the Website. The file must be in .jpg, .jpeg, .tiff, .gif, .png, .bmp, or .pdf. and may not exceed 5 MB per receipt. A participant may include multiple Qualifying Purchases on a single receipt, but a Qualifying Purchase and receipt may only be used once. A participant should keep all original receipts submitted, as Sponsor may request participant provide an original receipt for verification.

A participant may not submit the same receipt more than one (1) time. Multiple participants may not use the same receipt. Duplicated receipts will not be accepted. Receipts must be readable. Mechanical reproductions, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted. **Participant will receive one hundred (100) Points for one (1) 750mL bottle of Cupcake Wine, two fifty (250) point for two (2) 750 mL bottles, three fifty (350) for three (3) 750 mL bottles, four fifty (450) for four (4) 750 mL bottles and six hundred (600) for five (5) or more 750 mL bottles, per receipt.** There is a limit of eighteen (18) receipts that can be submitted per person during the Program. Points will appear in participant's Account within five (5) business days after completion of the validation process. NOTE: Purchase method of obtaining Points is only available for legal residents of **AK, AZ, AR, CO, DC, DE, FL, IA, IL, KS, KY, LA, MD, MI, MT, NE, NV, NH, NM, NY, ND, OH, RI, SC, TN, VT, WA, WY and Puerto Rico.** If you are not a legal resident of one of the states listed above, do not participate through the purchase method. You may participate and receive the same number of Points through the "non-purchase" method below.

***Non-Purchase Mail-In.** Non-Purchase Mail-In method of obtaining Points is only available for legal residents of AL, CA, CT, GA, ID, IN, ME, MA, MN, MS, MO, NJ, NC, OK, OR, PA, SD, TX, UT, VA, WV, or WI. To receive Points without making a purchase eligible participants may print their full name, email address, date of birth, state of residence, and the words "TWG7502755W Cupcake Vineyards Loyalty Program – Mail-In" on a 3" x 5" card and mail it to: c/o Avid Marketing Group, P.O. Box 1008, Rocky Hill, CT 06067-1008. **NOTE: only mail-in requests with the required information will be accepted. Mail-in requests provided inside an envelope will not be considered valid.** There is a limit of eighteen (18) Mail-In requests per person during the Program. All Mail-in entries must be postmarked by the last day of each calendar month and received seven (7) days later. Upon verification of eligibility, Points will be awarded to the Account associated with the email address provided.

2. **Opt-In.** During the Program Period, an eligible participant may follow the instructions at the Website to opt-in to receive marketing emails from Cupcake Vineyards. A participant will receive one hundred (100) Points for opting in to receive marketing emails from The Wine Group. Limit: Each participant may opt-in one (1) time during the Program Period. Participants who obtain Points by an opt-in method may unsubscribe from marketing emails at any time by clicking the "unsubscribe" link included in the bottom of the email which they receive from Cupcake Vineyards. If a participant has already opted-in to receive marketing emails from The Wine Group, they may still opt-in through this method to receive Points.
3. **Take a Survey.** A participant may follow the instructions on the Website to take a survey. Upon completion of the survey, a participant will receive fifty (50) Points. Limit: The survey may be completed one (1) time during the Program Period.
4. **Watch a Video.** During the Program Period, an eligible participant may follow the instructions at the Website to watch a video. Upon watching each video, participant will receive fifty (50) Points. Limit: Each video may be watched one (1) time. There will be three (3) videos 1. May 26 – June 30 2. July 1 – July 31 3. August 1 – September 1.

5. **Leave a Comment.** Upon writing us comment in a freeform box, participant will receive fifty (50) points. Limit: A comment may be left one (1) time per month, for a total of five (5) times. You retain ownership of each Comment that you post or submit to, or otherwise make available through or in connection with, the site. You hereby grant to us a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), your comments, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).
6. **Take a Quiz.** A participant may follow the instructions on the Website to take a quiz. Upon completion of the quiz, a participant will receive fifty (50) Points. Limit: The quiz may be completed one (1) time during the Program Period.

5. HOW TO REDEEM POINTS FOR REWARDS:

Participants may redeem their Points for merchandise, or to obtain additional Sweepstakes entries (“Rewards”) as found in the Rewards catalog, at cupcakevineyardssummerofjoy.com while supplies last and only during the Redemption Period as defined in Section 3 above. The Website will list the corresponding Point value required to redeem each Reward. To redeem a Reward, the participant must login to the Website and follow the on-screen instructions to review available Rewards. The participant must have accumulated sufficient Points required for redeeming the selected Reward. When ready to redeem a Reward, participant must click the “YES” when prompted and follow any additional links and instructions to complete the redemption process. As part of the redemption process, participants will receive a confirmation email sent to the email address assigned to the participant’s Account. Participants are responsible for ensuring the email address assigned to their Account is accurate and up to date.

State Redemption Limitations: The chart below includes redemption limitations set forth by certain states. The value of a reward each resident may redeem is listed below. Residents of California may only redeem Points for Sweepstakes entries.

State	Reward Value Limit	Sweepstakes
Virginia	\$10	Yes
Texas	\$25	Yes
California	Not allowed	Yes

Sponsor reserves the right to modify the available Rewards and their corresponding Point totals at any time and for any reason in its sole discretion. Participant acknowledges that some Rewards may be offered by or redeemed through third parties and those rewards may be subject to additional terms and conditions or other restrictions put in place by such third parties. Information about each Reward will be provided on the “Confirmation” page. Once a participant redeems a Reward it cannot be refunded, transferred, or re-used. Rewards obtained through this Program are not returnable, refundable, transferable, or exchangeable. No substitutions of any kind (unless at Sponsor’s sole discretion) are offered or permitted with respect to any Reward.

Third-party product and/or service names, logos, brands, and trademarks appearing as Program Rewards are used only to denote the Program Rewards available under this Program and are the property of their

respective owners. These companies are in no way affiliated with this Program and in no way sponsor, endorse, or administer this Program.

6. POTENTIAL FUTURE PROMOTIONS:

Sponsor reserves the right but not the obligation to allow participants to use their Points to enter other promotions and/or sweepstakes. Details and official rules for other promotions and sweepstakes, if any, will be posted on the Website.

7. CHANGES TO POINTS STRUCTURE:

The Points structure is subject to modification or limitation at any time, with or without notice, at Sponsor's sole discretion, including, without limitation, the right to establish additional means of accruing Points, the right to modify and delete any or all of the recognized means of accruing Points existing at any given time, the right to change the Rewards available and their values and types and the Reward redemption terms, and the right to exclude specific types of transactions from Point eligibility.

8. REWARDS AVAILABILITY:

All Rewards available on the Website are subject to change by the Sponsor in its sole discretion without notice. Rewards will be redeemed on a "first come, first serve" basis in relation to when participants electronically complete transactions in their Accounts. Once supplies of a Reward offered are exhausted, the Reward will expire and will be designated on the Website as sold out and/or will be deleted from the Website and will no longer be available for redemption in the Program. Sponsor reserves the right, at its sole discretion (without obligation) to substitute merchandise of greater or equal value in the event supplies of any one item exhaust. Sponsor does not guarantee the availability of any Reward for any period during the Program. Sponsor may, in its discretion, add new items for redemption during the Program Period. In the event that any Reward becomes unavailable, Sponsor reserves the right to substitute an item of equal or greater value in its sole discretion.

9. ACCOUNT VERIFICATION:

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

10. MODIFICATION AND TERMINATION OF THE PROGRAM:

Sponsor reserves the right to modify any of these Terms and Conditions, including, but not limited to, the length of the Program Period or Redemption Period, methods by which participants can collect Points, the

eligible Rewards, the number of Points associated with eligible Rewards, the number of purchases through which Participants may collect Points, the number of Points that may be redeemed through the Program, and any of the options made available to participants with respect to their Accounts, at any time, with or without notice, even though these changes may affect a Participant's ability to collect or use his/her Points.

Sponsor reserves the right to cancel or terminate the Program at any time, for any reason even though cancellation or termination may affect a participant's ability to collect or redeem his/her Points. In the event of termination, participants will have sixty (60) days from the Program termination date to redeem their Points. Participants will not be able to collect additional Points during this 60-day period. Thereafter, any Points remaining in a participant's Account become void without compensation and will have no value of any kind.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Sponsor, Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program, including awarding Points and or Rewards in a manner it deems fair and reasonable, from among eligible Points received prior to such cancellation, termination, modification or suspension without any further obligation.

11. LIMITATIONS OF LIABILITY:

By participating in this Program, participants agree that the Program Entities and each of their 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, postage due or undeliverable e-mail notifications or postal mail; (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/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration or Account 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 to the Program; (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 Program and/or receiving a Reward; and (viii) Points that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Program Entities are not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a participant's privacy or spam filter settings that may divert any notification or other Program related e-mail to a spam or junk folder.

By participating in the Program, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; 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 Program, including, but not limited to, any Program-related activity or element thereof, and the participant's Points, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary

rights; (c) acceptance, attendance at, receipt, participation in, 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 a Reward (or any component thereof); (d) any change in the available Rewards (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 Rewards (or any element thereof); or (h) the negligence or willful misconduct by participant.

Without limiting the foregoing, everything regarding this Program, including the Rewards, 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.

12. CHOICE OF LAW & DISPUTES:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of participants and Sponsor in connection with the Program shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of California, U.S.A. or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California, U.S.A.

To the fullest extent permitted by law, participants agree that: (1) Any and all disputes, claims and causes of action brought by them arising out of or connected with this Program or the awarding of Points or Rewards, (collectively, “Dispute”) shall be resolved individually, without resort to any form of class action; (2) Participant shall attempt, in good faith, to resolve any and all Disputes via amicable discussions between the participant and Sponsor. If any Dispute cannot be resolved in such manner, before resorting to any other legal remedy, participant and Sponsor shall enter into arbitration proceedings in San Francisco, California, U.S.A. before one (1) Judicial Arbitration and Mediation Services, Inc. (“JAMS”) arbitrator agreed upon by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. ENTRANTS UNDERSTAND AND AGREE THAT IN AGREEING TO RESOLVE DISPUTES VIA ARBITRATION, THEY ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN A COURT OF LAW. (3) Any and all claims, judgments, and awards to participant shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Program, but in no event attorneys' fees or expenses or other costs related to litigation; (4) Under no circumstances will participant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased as well as any right to equitable relief.

13. PRIVACY:

Information collected from participants is subject to Sponsor’s Privacy Policy available at <https://www.cupcakevineyards.com/privacy-policy/> and Administrator’s Privacy Policy available at <https://www.avidinc.com/terms>.

14. GENERAL CONDITIONS:

You hereby waive any right to claim ambiguity in these Terms and Conditions. All federal, state, and local laws and regulations apply. Federal, state, and local taxes, if any, are the sole responsibility of the

participant. Duplicate or non-conforming requests will not be honored or returned. Program not available to newsletters, clubs, organizations, or groups. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Program will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Program. All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and Program details contained in program materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Program as set forth in these Terms and Conditions shall prevail.

SPONSOR: The Wine Group LLC, 4596 Tesla Road, Livermore, CA 94550 (“Sponsor”).

ADMINISTRATOR: Avid Marketing Group, 100 Corporate Place, Rocky Hill, CT 06067 (“Administrator”).

All trademarks on the Website or in any other Program promotional materials are the property of their respective owners and do not sponsor nor endorse this Program.

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