

CUPCAKE VINEYARDS 2025 SUMMER OF JOY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OF ALCOHOL OR PURCHASE OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. US RESIDENTS (INCLUDING PUERTO RICO), MUST BE 21 OR OLDER TO ENTER. CANADIAN RESIDENTS, MUST BE OF LEGAL DRINKING AGE IN THEIR PROVINCE OF RESIDENCE IN ORDER TO ENTER. ALCOHOL IS NOT INCLUDED AS PART OF ANY PRIZE.

REFERENCES TO ANY THIRD-PARTY ENTITY OR TRADEMARK DO NOT CONSTITUTE OR IMPLY, AND SHOULD NOT BE CONSTRUED AS, AN ENDORSEMENT OF THIS SWEEPSTAKES OR CUPCAKE VINEYARDS WINES.

BY PARTICIPATING IN THE SWEEPSTAKES, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO, AND COMPLY WITH, THESE OFFICIAL RULES. DO NOT PARTICIPATE IN THE SWEEPSTAKES WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

1. SPONSOR AND ADMINISTRATOR: The Cupcake Vineyards 2025 Summer of Joy Sweepstakes (the "Sweepstakes") is sponsored by The Wine Group LLC, doing business as Cupcake Vineyards, 4596 Tesla Road Livermore, CA 94550 (the "Sponsor"). The sweepstakes is administered by Avid Marketing Group, 100 Corporate Pl #200, Rocky Hill, CT 06067 (the "Administrator").

2. ELIGIBILITY: Sweepstakes participation is open only to legal residents of the fifty (50) United States, including the District of Columbia and Puerto Rico, who are 21 years of age or older at the time of entry, and Canada, who are of the legal drinking age in their province of residence at the time of entry. Internet access and valid e-mail address required for participation. No purchase of alcohol or purchase of any kind is necessary to enter or win. A purchase does not increase your chances of winning. Void where prohibited or restricted by law. The Sweepstakes is being conducted as a consumer sweepstakes in accordance with California Business and Professions Code Sections 17539.15 and 25600.2 and in accordance with Canada's Competition Act and Section 206 of the Criminal Code. All federal, state, provincial, and local laws and regulations apply. The following individuals are not eligible to participate in the Sweepstakes: employees, contractors, directors and officers of Sponsor and its parent, subsidiaries and affiliated companies, alcoholic beverage distributors, alcoholic beverage wholesalers, alcoholic beverage retailers, other alcoholic beverage suppliers, provincial liquor authorities and any agencies involved in the administration, development and fulfillment of the Sweepstakes including, but not limited to, web design, advertising, marketing, public relations, and prize fulfillment companies (including Administrator), and the immediate family members (spouse, domestic/life partner, parent, child, sibling and spouse or "step" of each) and those living in the same households of each such individual.

3. SWEEPSTAKES ENTRY PERIOD: The Sweepstakes begins at 12:00:01 a.m. Pacific Time ("PT") on May 26, 2025 and ends at 11:59:59 p.m. PT on September 1, 2025 (the "Sweepstakes Period").

4. HOW TO ENTER:

There are four (4) ways to enter:

- 1. Scan QR Code on Bottles:** Using a mobile device, scan the QR code found on the underside of screw-top caps of select 750 milliliter bottles of Cupcake Vineyards, Cupcake Lighthearted, and Cupcake Signature Sweets Sweet Red wine. QR codes are not found on bottles of

Cupcake Vineyards Malbec, Riesling, Angel Food, all sparkling wines, Moscato d'Asti, and Cupcake Signature Sweets Peach wines. Upon scanning the QR code, the user will be taken to the Cupcake Vineyards Summer of Joy website (the "Website"). First time users of the Website will be asked to complete the required fields to be entered into the Sweepstakes. Each QR code found on the underside of screw-cap tops can be scanned one (1) time for one (1) Sweepstakes entry. Limit of one (1) Sweepstakes entry utilizing the QR code found on bottles per person, per day during the Sweepstakes Period

2. **Alternative Methods of Entry (AMOE) without a purchase:** To enter without making a purchase send an e-mail request to promotionalsweepstakes@avidinc.com and include your first and last name, date of birth, state/province, and a valid email address with the subject line labeled: Cupcake Vineyards 2025 Summer of Joy Sweepstakes ("Alternate Entry"). Upon receipt of a valid Alternate Entry, entrant will receive one (1) entry into the Sweepstakes. Limit of one (1) AMOE Sweepstakes entry per person, per day during the Sweepstakes Period.
3. **Enter Through Your Loyalty Account:** During the Sweepstakes Period, eligible entrants in the 50 U.S. states and Puerto Rico may visit cupcakevineyardssummerofjoy.com ("Website") and follow the links and instructions to sign up for the Cupcake Vineyards 2025 Summer of Joy Loyalty Program (the "Loyalty Program"). Signing up for the Loyalty Program is free and no purchase is required to participate. Once entrant provides the required information and creates a Loyalty Program account, there will be a "Enter Sweepstakes" button that the entrant can click on to receive one (1) Sweepstakes entry. Entrants may log into their Loyalty Program account and click on the "Enter Sweepstakes" button for one (1) additional Sweepstakes entry per person, per day during the Sweepstakes Period. This method of entry is not applicable to residents of Canada.
4. **Redeem Loyalty Points:** Eligible entrants may redeem points by selecting to redeem their Loyalty Program earned points for Sweepstakes entries. For every ten (10) Points redeemed, entrant will receive one (1) Sweepstakes entry. Loyalty Program participants may redeem up to five hundred (500) Points for up to fifty (50) Sweepstakes entries during the Sweepstakes Period. This method of entry is not applicable to residents of Canada.
5. **Alternative Methods of Entry (AMOE) without Loyalty Points:** Entrants who do not wish to participate in the Loyalty Program or entrants who are residents of Hawaii or Canada can receive fifty (50) sweepstakes entries by sending an e-mail request to promotionalsweepstakes@avidinc.com and including your first and last name, date of birth, state/province, and a valid email address with the subject line labeled: Cupcake Vineyards 2025 Summer of Joy Loyalty Entry ("Loyalty Entry"). Upon receipt of a valid Loyalty Entry request, entrant will receive fifty (50) entries into the Sweepstakes. There is a limit of fifty (50) Sweepstakes entries per entrant during the Sweepstakes Period through this method.

NOTE ABOUT ENTERING SWEEPSTAKES VIA A DEVICE: When you use a Device and/or transmit data via a Device, standard data/text messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier and are your responsibility to pay. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance and are your responsibility to pay. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes if you have any questions or concerns. Not all carriers will participate. Check your

Device's capabilities for specific instructions.

Mass entry attempts may result in disqualification of all entries by such person. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties, are prohibited. Incomplete entries will be disqualified.

By entering, you represent and warrant that you have fully complied with all aspects of these Official Rules. By entering, you agree to indemnify and hold harmless the Sweepstakes Entities (as defined below) from any action or liability resulting from your participation in the Sweepstakes and/or any other information included in any entry. Normal internet access and usage charges imposed by the entrant's internet service provider may apply and are the entrant's sole responsibility. If entering via mobile device, normal phone/data and usage charges imposed by the entrant's phone service provider may apply and are the entrant's sole responsibility.

5. LIMIT ON NUMBER OF ENTRIES: Regardless of the method(s) of participation, there is a limit of one hundred forty-nine (149) Sweepstakes entries during the Sweepstakes Period, per individual entrant. Individual entrants cannot enter from two or more different email addresses and are not permitted to share the same email address as other individual entrants. Any attempt by any entrant to obtain more than the stated number of Sweepstake entries using automated systems, multiple/different email addresses, identities, registrations, or any other methods will void that entrant's Sweepstake entries and will result in disqualification. All Entries become the property of Sponsor. The Website Terms of Use and Privacy Policy apply to your use of the Website. Please read them carefully. There is no advantage to an entrant's odds of winning in using QR codes found on select bottles of Cupcake Vineyards wines as compared to the unique link from AMOE without purchase.

6. PRIVACY POLICY: Provision of information online is governed by Cupcake Vineyard's privacy policy ("Privacy Policy"), accessible at <https://www.cupcakevineyards.com/privacy-policy/>, and Administrator's Privacy Policy, which is available at <https://www.avidinc.com/terms>. If you do not agree with the policy, do not participate in the Sweepstakes or otherwise use the Website.

You are providing your information to Sponsor. All personal information collected by Sponsor will be used only for the administration of the Sweepstakes. In addition, U.S. entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Canadian entrants may also receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's Privacy Policy provided that they opted in or consented to receive such email. Sponsor uses reasonable commercial efforts to comply with U.S. Federal CAN-SPAM and Canada's anti-spam legislation (CASL) guidelines, and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Sponsor's Privacy Policy for important information regarding the collection, use and disclosure of personal information by Sponsor.

7. ODDS OF WINNING: Odds of winning are dependent upon the number of eligible entries received the Sweepstakes Period.

8. SWEEPSTAKES PRIZE:

Grand Prize: The grand prize is a trip for two (2) (winner and one (1) guest) to the winner's choice of either the Central Coast of California; Queensland New Zealand; or the Amalfi Coast of Italy. The trip includes roundtrip, economy class air transportation for two (2) from the major airport nearest prize winner's home to the location selected; eight (8) days, seven (7) nights hotel accommodations (single room, double occupancy) at a hotel selected by Sponsor in its sole

discretion; and a \$2,000 check for spending money (the "Grand Prize"). Selection of airline and hotel, and any seat and/or room assignments, and ticket location are at the discretion of Sponsor/Administrator, airline and/or hotel personnel. All other expenses not specifically mentioned herein are solely the winner's responsibility. Winner will have one (1) year to book the trip. Winner will be required to provide a credit card to the hotel to cover incidentals which are not included in prize package. Winner and guest must travel on dates determined by Sponsor in its sole discretion. If winner is unable or unwilling to travel on the dates specified, the Grand Prize will be forfeited and may be awarded to an alternate winner. All travel is subject to availability and restrictions. Winner and guest must travel on same itinerary. Winner and guest must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid government issued passport, as applicable) required for travel. Winner and guest must comply with all airline, CDC regulations, and local government laws, rules and requirements, which may include, without limitation, wearing masks, proof of vaccination status, proof of negative Covid-19 test administered by an approved facility, and possible quarantine. Sponsor/Administrator shall not be liable for additional costs or expenses due to any quarantine requirements, including the cost of changing any travel or hotel arrangements, which shall be the sole responsibility of winner. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. Sponsor/Administrator is not responsible for changes in schedule of any element of the prize, including event dates, or for any expenses incurred as a consequence of flight cancellation or delay. There will be one (1) Grand Prize awarded in the Sweepstakes. The ARV of the Grand Prize is up to \$15,000 USD. The ARV may fluctuate depending upon winner's point of travel origin and airfare fluctuations at the time of taking the trip. Any difference between stated approximate retail value and actual value of prize will not be awarded.

No cash equivalent will be provided in lieu of acceptance of the prize as described in these Official Rules.

In the event that a prize component is not available for any reason, then remaining elements of prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded.

Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion.

9. PRIZE PROVISIONS: ALCOHOL IS NOT PART OF ANY PRIZE. Grand Prize winner is not entitled to exchange or transfer prizes or to obtain other substitutes, provided, however, Sponsor reserves the sole right to substitute prizes or portions thereof of equal or greater value if the listed Grand Prize or any portion thereof is unavailable for any reason. The Grand Prize is awarded "as is" and without any warranty, except as required by law.

For U.S. Winners (including Puerto Rico), all applicable taxes on the prize are the sole responsibility of the winner. An Internal Revenue Service form 1099 reflecting the actual value of the prize won will be issued in the winner's name if required by law.

10. PRIZE DRAWING PERIOD:

The random drawing will take place on or around Tuesday, September 2, 2025. All eligible entries submitted during the Sweepstakes Period are eligible to win the Grand Prize. One (1) Grand Prize

winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period.

11. WINNER NOTIFICATION AND VERIFICATION:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR/ADMINISTRATOR OFFICIALLY CONFIRMS HIM/HER/THEM AS A WINNER IN ACCORDANCE WITH THESE RULES.

The potential Grand Prize winner will be notified on or about September 3, 2025 by email from Administrator's email address which is sweepsteam@avidinc.com. An Affidavit of Eligibility, Liability and Publicity release (except where prohibited by law) (the "Affidavit") or Declaration of Compliance (if winner is from Canada) (the "Declaration") will be sent to the Grand Prize winner via email from the Administrator.

To be declared a winner, the potential Grand Prize winner must comply with these Official Rules and, within seven (7) business days, accept his/her/their prize by signing, notarizing and returning to the Administrator via email, a completed Affidavit/Declaration (except where prohibited by law). Should the potential winner reside in Canada, the potential Grand Prize winner must also correctly answer a time-limited four-part mathematical skill-testing question without assistance of any kind (whether mechanical or otherwise). Once the Grand Prize winner is declared by the Sponsor/Administrator, the Sponsor/Administrator will reach out to book the trip.

If the Grand Prize notification is returned as undeliverable, or if the potential Grand Prize winner fails to complete the prize claim documents within the stated time period (if/as applicable), does not comply with these Official Rules, or if the potential Grand Prize winner cannot accept the prize as stated, the prize will be forfeited in its entirety. Sponsor may choose to award the prize (time permitting) to an alternate winner in a random drawing from among the remaining entries received. Administrator/Sponsor will make best efforts to award the prize. If the prize remains unawarded after three (3) re-draws, the prize will remain unawarded.

Personally identifiable information, including entry information received, will be used to verify eligibility and award the prize. Sponsor reserves the right to verify that the winner is eligible and qualified to receive the prize and may revoke the prize awarded or designated to a person found ineligible.

In the event of any dispute concerning the identity of the submitter of an entry, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting account. Sponsor and its agencies (including Administrator) are not responsible for notifications that are misdirected because contact details as provided by the entrant are no longer correct, or for any other reason beyond the exclusive control of the Sponsor.

12. GENERAL RULES/VERIFICATION: By acceptance of the prize, the winner grants permission to the Sponsor and its agencies (including Administrator) to use his/her name, city, state/province, photos, and likeness for purposes of advertising, promotions, and trade without further compensation, except where prohibited by law. By entering, entrants/winners hereby agree, release, discharge, and hold harmless Sponsor and its parent, subsidiary and affiliated companies, advertising and promotional agencies (including Administrator), provincial liquor authorities, and prize suppliers and their respective officers, directors, shareholders, owners, employees, agents, attorneys and representatives (collectively, the "Sweepstakes Entities") from any and all injuries, loss, claims or damages arising out of an entrant's participation in the Sweepstakes and/or Winners' acceptance or use or misuse of prize(s). By participating in the Sweepstakes, entrants agree that the Sweepstakes Entities will have no liability whatsoever for, and that the entrants shall defend and hold the Sweepstakes Entities harmless against, any

liability for any claims based on publicity rights, defamation, or invasion of privacy as well as injuries, damages, or losses of any kind, whether or not foreseeable, including, without limitation, direct, indirect, incidental, consequential, or punitive damages to persons or to property arising out of the prizes awarded hereunder. Without limiting the foregoing, everything regarding the Sweepstakes, including the Website/any websites used in connection therewith and the prizes awarded hereunder, are 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, all of which are expressly disclaimed by the Sweepstakes Entities.

If for any reason the Sweepstakes is not capable of running as planned, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion, to cancel, terminate, modify and/or suspend the Sweepstakes and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive manner. In the event the Sweepstakes is cancelled, terminated, or suspended for any reason, Sponsor, at its sole discretion, reserves the right and may choose to award the Prizes from among all eligible entries received prior to cancellation. Any attempt by an entrant to deliberately damage the Website, any website involved in the Sweepstakes, or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek all available remedies, including, without limitation, criminal prosecution, and damages, including, without limitation, attorneys' fees and expenses, from any such entrant to the fullest extent of the law. No responsibility is assumed by Sponsor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries; or any problems or technical malfunctions of any telephone network or lines, typographical or other errors, computer online systems, servers or providers, computer equipment, software, failure of any email sent or electronic entry to be received on account of technical problems or traffic congestion on the internet or on any website or any combination thereof, including, without limitation, any injury or damage to an entrant's or any other person's computer, tablet or mobile device related to, or resulting from, participation in or downloading any materials related to this Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes materials, administration of the Sweepstakes, or in the announcement of the prizes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it determines to be tampering with an entry, to be violating these Official Rules, or to be acting in a disruptive manner. In no event will the Sponsor be obligated to award more than the Prizes described herein.

In Canada, the provincial liquor agencies are not in any way associated with this Sweepstakes nor are they liable in any way whatsoever in regard to any matter which relates to this Sweepstakes.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

13. RULES/NAME OF WINNER: A copy of these Official Rules can be found on the Website. For a winner list, send an email request to rewards@avidinc.com: Cupcake Vineyards Summer of Joy Sweepstakes - Winner List - TWG7502755W. Requests must be received by November 2, 2025.

14. DISPUTES: To the fullest extent permitted by law, Entrant agrees that: (1) Any and all disputes, claims and causes of action brought by him/her arising out of or connected with this Sweepstakes or the awarding of prizes (collectively, "Dispute") shall be resolved individually, without resort to any form of class action; (2) Entrant shall attempt, in good faith, to resolve any and all Disputes via amicable discussions between the Entrant and Sponsor. If any Dispute cannot

be resolved in such manner, before resorting to any other legal remedy, Entrant 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. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction; (3) Any and all claims, judgments, and awards to Entrant shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees or expenses or other costs related to litigation; (4) Under no circumstances will Entrant 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.

15. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes 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.

16. SEVERABILITY: If any provision of these Official Rules becomes or is declared by the arbitrator to be illegal, unenforceable, invalid or void, portions of such provision or such provision in its entirety, to the extent necessary, shall be severed from these rules and such arbitrator (or, if such arbitrator refuses to do so, the Sponsor) will replace such illegal, void or unenforceable provision of these Official Rules with a valid and enforceable provision that will achieve, to the greatest extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of these Official Rules shall remain in place and enforceable in accordance with their terms.

17. NO WAIVER: The failure of Sponsor to assert any right hereunder, or to insist upon compliance with any term or condition of these Official Rules shall not constitute the waiver of that right or excuse the subsequent performance or non-performance of any such term or condition by entrant or constitute a waiver of Sponsor's right to enforce these Official Rules.

Sponsor: © 2025 Cupcake Vineyards, Livermore, CA
Please enjoy responsibly.