

**CUPCAKE VINEYARDS® WIN YOUR SUMMER INSTANT WIN GAME
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. PARTICIPANTS MUST BE 21 OR OLDER 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 BY THEM OF THIS INSTANT WIN GAME OR CUPCAKE VINEYARDS® WINES.

LIMIT UP TO 6 PRIZES PER PERSON. LIMIT UP TO 1 ENTRY PER DAY DURING INSTANT WIN GAME PERIOD, REGARDLESS OF METHOD OF ENTRY. BY PARTICIPATING IN THE INSTANT WIN GAME, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO, AND COMPLY WITH, THESE OFFICIAL RULES. DO NOT PARTICIPATE IN THE INSTANT WIN GAME WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

THIS PROMOTION IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM. VOID WHERE PROHIBITED.

1. Instant Win Game Details

The Cupcake Vineyards® Win Your Summer Instant Win Game (the “Instant Win Game”), begins at 12:00:01 a.m. Eastern Time (“ET”) on May 25, 2026 and ends at 11:59:59 p.m. ET on September 7, 2026 (the “Instant Win Game Period”). The Administrator’s computer is the official timekeeper for this Instant Win Game.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions, which are final and binding in all matters related to the Instant Win Game.

2. Eligibility

This Instant Win Game is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years of age at the time of entry. Void in Puerto Rico. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Promotion 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 and their employees and family members, are not eligible to enter or win. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law.

3. Sponsor and Administrator

Sponsor: The Wine Group, LLC, doing business as Cupcake Vineyards® (“Sponsor”), 17000 East Highway 120, Ripon, California 95366

Administrator: Avid Inc., d/b/a Avid Marketing Group (“Administrator”), 100 Corporate Pl. #200, Rocky Hill, CT 06067.

4. How to Play

During the Instant Win Game Period, eligible persons can enter one (1) of two (2) ways:

- 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, Cupcake Non-Alcoholic Wines, Cupcake Signature Sweets Sweet Red wine, Cupcake Prosecco, Moscato d’Asti. QR codes are not found on bottles of Cupcake Mimosas, and Cupcake Signature Sweets Peach wines and Cupcake Sparkling Rose. Upon scanning the QR code using a web-enabled mobile device, the user will be taken to the Cupcake Vineyards® Win Your Summer website (the “Website”). Follow the links and instructions to complete the entry form which may include, but is not limited to, entrants full first and last name, complete mailing address (street address, city, state, zip code – no P.O. Boxes), valid e-mail address, phone number, date of birth, and agreement to these Official Rules. Upon providing the required information, the eligible entrant will receive one (1) Instant Win Game play. Entrant may then follow the instructions to play the Instant Win Game. Entrant will automatically receive a “Win” or “Lose” message after playing the Instant Win Game.

All potential winners will receive an e-mail confirmation at the e-mail address provided when registering for the Instant Win Game approximately twenty-four (24) to forty-eight (48) hours after entry is received. All potential winners are subject to verification before any prize is awarded. Each QR code found on the underside of screw-cap tops can be scanned one (1) time for one (1) Instant Win Game play. Limit of one (1) Instant Win Game play entry utilizing the QR code found on bottles per person, per day during the Instant Win Game 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, and a valid e-mail address with the subject line labeled: Cupcake Vineyards® 2026 Win Your Summer Instant Win Game (“Alternate Entry”). Upon receipt of a valid Alternate Method of Entry request, the entrant will receive an e-mail containing a unique QR code. Scanning this QR code will complete the AMOE submission and provide one (1) entry into the Instant Win Game. Limit one (1) AMOE Instant Win Game entry per person, per day during the Instant Win Game Period. All potential winners will receive an e-mail confirmation at the e-mail address provided when registering for the Instant Win Game approximately one (1) to two (2) days after registration is received. All potential winners are subject to verification before any prize is awarded.

Limit: There is a limit of one (1) Instant Win Game play per person, per day, during the Instant Win Game Period. Multiple entrants are not permitted to share the same e-mail address. Any attempt by any entrant to obtain more than the stated number of plays using automated systems, multiple/different e-mail addresses, identities, registrations, or any other methods will void that entrant’s plays and will result

in disqualification. There is a limit of six (6) Instant Win prizes per person for the entire Instant Win Game Period, regardless of entry method, with only one (1) prize available per bottle QR code or per valid AMOE QR code entry.

5. Winner Determination

There will be thirty-five thousand and six-hundred and fifty (35,650) random, computer-generated winning times during the Instant Win Game Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated, pending verification. The number of Instant Win Game prizes available to be won will decrease during the Instant Win Game Period, as prizes are awarded and claimed.

ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY IS VOID, AND WILL NOT BE HONORED.

6. Prizes and Approximate Retail Value ("ARV")

A TOTAL OF UP TO THIRTY-FIVE THOUSAND AND SIX-HUNDRED AND FIFTY (35,650) INSTANT WIN GAME PRIZES WILL BE AWARDED DURING THE INSTANT WIN GAME PERIOD CONSISTING OF:

These are the available Instant Win Game Prizes:

- One (1) \$100 PayPal or Venmo payment. There will be fifty (50) of these instant win game prizes awarded during the Instant Win Game Period. The ARV of each is \$100.
- One (1) \$50 PayPal or Venmo payment. There will be one hundred (100) of these instant win game prizes awarded during the Instant Win Game Period. The ARV of each is \$50.
- One (1) \$10 PayPal or Venmo payment. There will be five hundred (500) of these instant win game prizes awarded during the Instant Win Game Period. The ARV of each is \$10.
- One (1) \$5 PayPal or Venmo payment. There will be five thousand (5,000) of these instant win game prizes awarded during the Instant Win Game Period. The ARV of each is \$5.
- One (1) \$2 PayPal or Venmo payment. There will be thirty thousand (30,000) of these instant win game prizes awarded during the Instant Win Game Period. The ARV of each is \$2.

Digital Rebates for Some Non-Winning Plays:

- Early eligible non-winning plays during the Instant Win Game Period will receive one (1) digital rebate or coupon good for a certain dollar off the purchase of one (1) package of a non-alcoholic beverage. These are available on a first come, first serve basis, while supplies last. The rebate or coupon has no retail value on its own.

PayPal and Venmo payments are subject to the applicable PayPal or Venmo User Agreement. Winners must have a valid PayPal or Venmo account in good standing to receive funds. Payments must be claimed within thirty (30) days of the date offered or they will be forfeited. Sponsor is not responsible for any

inability of a potential winner to accept or use funds due to account issues, user error, technical problems, payment-platform restrictions, or failure to meet PayPal or Venmo requirements.

To create a Venmo or PayPal account, visit www.venmo.com or www.paypal.com, or download the applicable free app to your compatible mobile device and provide your mobile phone number, e-mail address, and any other required information as prompted. A compatible mobile device may be required to create a Venmo account.

If a winner does not have a Venmo or PayPal account and does not wish to create one, the Prize will be forfeited and Sponsor will have no liability to such winner under any legal theory.

Odds of Winning and Prize Limit: The odds of winning an Instant Win Game prize will depend on the number of eligible entries received, the date/time of Game Play, and the number of prizes remaining available at the time of Game Play. **There is a limit of six (6) Instant Win Game prizes per person during the Instant Win Game Period.**

For All Prizes: The prizes offered and awarded are not redeemable for cash. Prize details not specified herein shall be determined solely by Sponsor. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value if the designated prize becomes unavailable for any reason. Instant Win Game prizes will be fulfilled via Venmo or PayPal within approximately twenty-four (24) to forty-eight (48) hours following the win unless winner verification is required.

Total ARV: The total ARV of all prizes is \$100,000.

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. ALL OTHER COSTS AND EXPENSES RELATED TO ANY PRIZE NOT SPECIFIED HEREIN AND OTHER EXPENSES INCURRED BY ACCEPTING THE PRIZE ARE ALSO THE SOLE RESPONSIBILITY OF THE WINNER. ANY REQUIRED TAX REPORTING FORMS WILL BE FURNISHED TO THE APPROPRIATE AUTHORITIES.

7. Verification of Potential Winners

Potential Instant Win Prize winners will receive an e-mail notification regarding the prize won (in addition to the on-screen notification provided to all potential winners.) The e-mail notification will be sent to the e-mail address provided when registering for the Instant Win Game approximately twenty-four (24) to forty-eight (48) hours from the time the Game Play is received.

Instant Win Game Prizes will be fulfilled via Venmo or PayPal within approximately twenty-four (24) to forty-eight (48) hours after the winning play unless winner verification is required. To receive an Instant Win prize, entrants must have a valid Venmo or PayPal account in good standing at the time of play. The Venmo or PayPal account used must be associated with the e-mail address or mobile number provided at entry. No additional verification, documentation, or claim forms are required for Instant Win prize fulfillment.

Administrator/Sponsor will make best efforts to award all Instant Win prizes. If an Instant Win prize cannot be fulfilled due to an invalid or inactive Venmo or PayPal account, technical error, or inability to process payment, no alternate winner will be selected, and the prize will remain unawarded.

Winner is solely responsible for any fees or costs associated with maintaining a Venmo or PayPal account or receiving funds through the platform.

8. Publicity

Except where prohibited, participation in this Instant Win Game constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any medium, worldwide, without further payment or consideration.

9. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Instant Win Game, or any part of it, if any fraud, technical failures, human error or any other factor beyond Sponsor/Administrators reasonable control, impairs the integrity or proper functioning of the Instant Win Game, as determined by Sponsor/Administrator in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible Game Plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Instant Win Game or to be acting in violation of the Official Rules of this or any other Instant Win Game or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

In the event of a dispute as to any registration or play, the authorized account holder of the e-mail address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

10. Release and Limitations of Liability

By receiving any prize, each participant agrees to release and hold harmless Promotion Entities and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Instant Win Game or receipt or use or misuse of any prize.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Instant Win Game; (d) technical or human error which

may occur in the administration of the Instant Win Game or the processing of Game Plays; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Instant Win Game or receipt or use or misuse of any prize. If for any reason an entrant's Game Play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Game Play, if possible.

No more than the stated number of prizes will be awarded. Unclaimed prizes may not be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. In the event of any conflict with any Instant Win Game details contained in these Official Rules and the promotion details contained in any advertising materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details as set forth in these Official Rules shall prevail.

11. **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 Instant Win Game or the prize awarded (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 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. 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 Instant Win Game, 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.

12. **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 Instant Win Game shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

13. **SEVERABILITY:** If any provision of these Official Rules becomes or is declared by a court of competent jurisdiction 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 court (or, if such court 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.

14. **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.
15. **Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy, which is available at 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 Instant Win Game or otherwise use the Website.

You are providing your information to Sponsor. All personal information collected by Sponsor will be used for administration of the Instant Win Game. In addition, entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM 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 policies for important information regarding the collection, use and disclosure of personal information by Sponsor.

16. Official Rules and Winners List

Official Rules are available at www.cupcakevineyardswinyoursummer.com. For a list of winners, send a hand-printed, self-addressed, stamped envelope to "TWG9012200W Cupcake Win Your Summer – Winner's List" c/o Avid Marketing Group, P.O. Box 1008, Rocky Hill, CT 06067-1008, or send an e-mail to sweepsteam@avidinc.com. Requests must be received by December 7, 2026.

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