## THE TRAPICHE G.O.A.T. SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES AWARDED AS PART OF ANY PRIZE.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**ELIGIBILITY:** The Trapiche G.O.A.T. Sweepstakes (the "Sweepstakes") is open to legal residents of the 48 contiguous United States, including the District of Columbia, who are age 21 or older at the time of entry. Void in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, all other U.S. Territories and Possessions, outside the U.S., and wherever else prohibited by law. Employees of Winery Exchange Inc. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator"), Inter Miami CF, Major League Soccer L.L.C., licensed alcohol wholesalers, manufacturers, distributors and retailers, and their respective owners, subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

SWEEPSTAKES ENTRY PERIODS: The Sweepstakes begins at 12:00:00 AM Pacific Time ("PT") on Thursday, August 1, 2024 and ends at 11:59:59 PM PT on Thursday, October 31, 2024 (the "Sweepstakes Period"). Within the Sweepstakes Period, there are thirteen (13) Weekly Entry Periods (each, a "Weekly Entry Period") and thirteen (13) corresponding Weekly Random Drawings (each, a "Drawing") as defined in the "Weekly Entry Periods & Drawings Schedule" below. Entries must be received during a Weekly Entry Period to be eligible for that Weekly Entry Period's drawing and prize. Non-winning entries for a Weekly Entry Period will roll over to subsequent Weekly Entry Periods. Sponsor's computer is the official timekeeping device for this Sweepstakes.

WEEKLY ENTRY PERIODS & DRAWINGS SCHEDULE				
Weekly Entry Period #	WEEKLY ENTRY PERIODS All eligible entries must be received between:		Drawing Date:	# of Weekly Prizes
	Weekly Entry Period Start: 12:00:00 AM PT	Weekly Entry Period End: 11:59:59 PM PT	On or about:	per Weekly Entry Period
	on:	on:		
1	8/1/24	8/10/24	8/12/24	1
2	8/1/24	8/17/24	8/19/24	1
3	8/1/24	8/24/24	8/26/24	1
4	8/1/24	8/31/24	9/3/24	1
5	8/1/24	9/7/24	9/9/24	1
6	8/1/24	9/14/24	9/16/24	1
7	8/1/24	9/21/24	9/23/24	1
8	8/1/24	9/28/24	9/30/24	1
9	8/1/24	10/5/24	10/7/24	1
10	8/1/24	10/12/24	10/14/24	1
11	8/1/24	10/19/24	10/21/24	1
12	8/1/24	10/26/24	10/28/24	1
13	8/1/24	10/31/24	11/1/24	1

HOW TO ENTER: During the Sweepstakes Period, visit www.trapichegoatsweeps.com and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Entry"). Entries must be received between Thursday, August 1, 2024 at 12:00:00 AM PT and Thursday, October 31, 2024 at 11:59:59 PM PT. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <a href="https://www.wxbrands.com/privacy-policy/">https://www.wxbrands.com/privacy-policy/</a>.

Limit: One (1) Entry per person regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS: No alcoholic beverages awarded as a part of any prize.

**Weekly Prizes:** There are thirteen (13) Weekly Prizes available to be won; one (1) Weekly Prize per Weekly Entry Period. Each Weekly Prize winner will receive one (1) Large Men's Inter Miami Pregame Jersey. **The ARV of each Weekly Prize is: \$49.99**. There is a limit of one (1) Weekly Prize per person. Odds of winning a Weekly Prize will depend upon the total number of eligible entries received per Weekly Entry Period.

**Grand Prizes:** There are four (4) Grand Prizes available to be won; one (1) Grand Prize per Grand Prize Region (as defined below). Each Grand Prize includes a trip package for two (2) people,

Grand Prize winner and one (1) guest (each, a "Guest"), to Fort Lauderdale, Florida to attend an Inter Miami CF regular-season home game in 2025. Each Grand Prize trip package will include:

- Round-trip, coach-class air-transportation for Grand Prize winner and Guest to Fort Lauderdale from a major airport within the 48 contiguous U.S. nearest the winner's residence as determined by Sponsor;
- Two (2) nights hotel accommodations based on single room/double occupancy;
- Two (2) tickets to a 2025 regular-season Inter Miami CF home game in February 2025 or March 2025; and
- \$500 cash allowance to be awarded in the form of a pre-paid bank gift card.

**The ARV of each Grand Prize is: \$3,900.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded. Odds of winning a Grand Prize will depend upon the total number of eligible entries received per Grand Prize Region (as defined below) during the Sweepstakes Period.

The total ARV of all prizes available to be won: \$16,249.87.

**PRIZE CONDITIONS:** Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

Merchandise prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

Grand Prize Conditions: Winner's Guest must be legal U.S. resident, 21 years or older and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above. All travel related expenses, including but not limited to, ground transportation, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Grand Prize winner (each, a "Grand Prize Winner") and/or Guest. Any person that participates in the trip that is not deemed to be a Guest, must pay their own expenses. Grand Prize Winner and Guest must travel on same itinerary. Grand Prize Winner and Guest must have valid photo ID and any other required documentation prior to departure. Prize must be used on dates specified by Sponsor or prize will be forfeited. Dates are subject to change in Sponsor's sole discretion. Travel is subject to availability. Trip must be booked two (2) months in advance. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable.

Sponsor will, in its sole discretion, determine which airport is closest to the Grand Prize Winner's home. In the event the Grand Prize Winner's residence is close enough to Fort Lauderdale, Florida such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the

Grand Prize will not include air transportation from such Grand Prize Winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize Winner and Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Grand Prize Winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Grand Prize Winner and Guest to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Grand Prize Winner and/or Guest other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prizerelated services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Grand Prize Winner's and Guest's transportation and such contracts shall be solely between the Grand Prize Winner, Guest, and such transportation companies. Trip components issued in connection with the Grand Prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Grand Prize Winner and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Grand Prize Winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries.

In the event a Grand Prize Winner and/or Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, whole or in part, and send the Grand Prize Winner and/or Guest home with no further obligation or compensation whatsoever to Grand Prize Winner and/or Guest. In the event a Grand Prize Winner and/or Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Grand Prize Winner and/or Guest as a result of such conduct. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE,** 

## OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

Pre-paid bank gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Sponsor is not the provider of the Inter Miami CF soccer game (the "Event"), which is managed or controlled by Major League Soccer L.L.C. ("Event Sponsor"), an independent third party, and Sponsor has no power to manage or control the operations of Event Sponsor or any third party provider. Sponsor makes no guarantees or warranties about tickets to the Event ("Event Tickets") or the Event itself. The Event Sponsor and its agents or representatives shall not be treated as Sponsor's agents for any purpose, and Sponsor is not responsible for the action or inaction of Event Sponsor, nor is Sponsor liable for any loss or penalties incurred if Event Sponsor or Inter Miami CF is sold, ceases to exist, becomes inoperative; if an Event is delayed, postponed, cancelled or changed for any reason; for acts of nature; or for amenities, services and/or facilities not being available due to renovations, strikes, bankruptcy and/or acts of nature. All tickets to the Event are issued subject to terms and conditions of Event Sponsor, which will be listed on the back of the Event Ticket, and subject to these Official Rules. Any additional meals, transportation or accommodation arrangements (or other incidental expenses) made in connection with redeeming will be the sole responsibility of Grand Prize Winner unless expressly provided herein. Unless otherwise stated, alcoholic beverages and any applicable taxes and gratuities are not included. In the case of mechanical difficulties, acts of God, equipment unavailability, celebrity illness or the like, Sponsor reserves the right to work with the Event Sponsor to make a reasonable substitution. If substitution is not possible, Sponsor and/or the Event Sponsor reserve the right to cancel on short notice. If an Event is delayed, postponed, cancelled or changed by Sponsor, the Event Sponsor, a third party, or for any reason, you will be notified as soon as possible. If it is not possible to substitute with an alternative date, Sponsor and/or the Event Sponsor may cancel or provide a reasonable substitute of equivalent or greater value. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that you incur related to an Event Ticket or prize component that has been cancelled or changed by the Event Sponsor, except in its sole and absolute discretion.

**PUBLICITY RELEASE:** Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**RANDOM DRAWINGS:** Random Drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor, whose decisions are final.

 Weekly Prizes: The potential Weekly Prize winners will be selected in a series of random drawings from among all eligible entries received within the corresponding Weekly Entry Period on or about the corresponding Drawing Date indicated in the Weekly Entry Periods & Drawings Schedule in the "Sweepstakes Entry Periods" section of these Official Rules.

- Grand Prizes: After the Sweepstakes Period has ended, all Entries received will be separated into the following four (4) Grand Prize Regions (each, a "Grand Prize Region"):
  - Grand Prize Region West: Entrants that enter with a mailing address in one of the following states will be entered into the Grand Prize Region West: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming.
  - Grand Prize Region Midwest: Entrants that enter with a mailing address in one
    of the following states will be entered into the Grand Prize Region Midwest:
    Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Nebraska,
    North Dakota, Ohio, South Dakota, and Wisconsin.
  - Grand Prize Region South: Entrants that enter with a mailing address in one of the following states will be entered into the Grand Prize Region South: Alabama, Arkansas, Florida, Georgia, Kansas, Louisiana, Mississippi, Oklahoma, Tennessee, and Texas.
  - 4. Grand Prize Region Northeast: Entrants that enter with a mailing address in one of the following states will be entered into the Grand Prize Region Northeast: Connecticut, Delaware, District of Columbia (D.C.), Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, and West Virginia.

On or about **Friday**, **November 1**, **2024**, one (1) Grand Prize Winner from each Grand Prize Region will be selected from among all eligible Entries received during the Sweepstakes Period.

## WINNER NOTIFICATION & VERIFICATION:

- Weekly Prizes: Each potential Weekly Prize winner will be notified by the Sweepstakes
  Administrator via email and required to confirm their shipping address and date of birth
  within three (3) days via return email. Non-compliance will result in disqualification and an
  alternate winner may be selected. Weekly Prizes will be sent within six (6) weeks of
  winners being verified.
- Grand Prizes: Each potential Grand Prize Winner will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Guest of Grand Prize Winner will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a

sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**GENERAL:** Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Inter Miami CF, Major League Soccer L.L.C., and their owners, affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of any prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and

modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS. WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND. INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE. AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS. VENUES OR ARTISTS: OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS. JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL

THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Marin County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Marin County, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Marin County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <a href="https://www.wxbrands.com/privacy-policy/">https://www.wxbrands.com/privacy-policy/</a>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <a href="https://www.trapichegoatsweeps.com">www.trapichegoatsweeps.com</a>, or send a self-addressed, stamped envelope by November 1, 2024, to: **The Trapiche G.O.A.T. Sweepstakes** Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after November 1, 2024), send a stamped, self-addressed envelope (no later than December 2, 2024) to: **The Trapiche G.O.A.T. Sweepstakes** Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** Winery Exchange Inc., 4 Hamilton Landing, Suite 110, Novato, CA 94949.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044 www.ussweeps.com

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