



**E&J BRANDY CONCERT TICKETS SWEEPSTAKES
OFFICIAL RULES**

This Sweepstakes is intended for legal residents aged 21 or older of Illinois, Indiana, and Wisconsin only. Void where prohibited. Do not enter this Sweepstakes if you are not eligible and are not located in the United States at the time of entry.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

The E&J Brandy Concert Tickets Sweepstakes (the “Sweepstakes”) will commence at 10:00:00 AM Pacific Time (“PT”) on November 4, 2025 (“Start Date”) and end at 10:00:00 AM PT on November 18, 2025 (“End Date”). The period between the Start Date and End Date will be referred to as the (“Sweepstakes Period”).

- 1. SPONSOR/ADMINISTRATOR.** The Sweepstakes is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 (“Sponsor”), and is administered by Moosylvania, 7303 Marietta Ave, Maplewood, MO. 63143 (“Moosylvania”) and Arrowhead Promotion & Fulfillment Co., 1105 SE 8th Street, Grand Rapids, MN 55744 (“Arrowhead”), collectively referred to as (“Administrator”), for Sponsor’s E&J Brandy brand (“Brand”).
- 2. ELIGIBILITY REQUIREMENTS.** The Sweepstakes is open to legal residents of Illinois, Indiana, and Wisconsin only, who are 21 years of age or older. VOID IN ALL OTHER U.S. STATE, OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Directors, officers, employees, and agents of Sponsor, Administrator and any retail licensees, authorized licensees, wholesale licensees, distributors, and each of their respective parent and/or sister companies, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, or other legal entities or individuals associated with the development, administration, or fulfillment of this Sweepstakes, and the immediate families of such persons (defined as spouse, child, sibling, parent, son-in-law, daughter-in-law, grandparent, so-called “step” or “half” variations of any of the preceding individuals, and all descendants and each of their respective spouses, regardless of where they live), and those living in their same households, whether or not related, are ineligible to enter, win or collect prizes in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws, regulations, and ordinances.
- 3. TO ENTER.** The Sweepstakes begins at 10:00:00 AM Pacific Time (“PT”) on November 4, 2025, and ends at 10:00:00 AM PT on November 18, 2025. To enter the Sweepstakes, entrant must visit <https://www.ejbrandy.com/> (“Website”), find the Big Jam Concert entry page by visiting [ejbrandy.com/concert](https://www.ejbrandy.com/concert), or the Big Jam 2025 Chicago and follow the instructions to complete and submit the online entry form (“Entry” or collectively “Entries”). Once entrant has completed the foregoing, entrant will have earned one (1) Entry into the Sweepstakes. Entry must be received by 10:00:00 AM PT on November 18, 2025, to be eligible for entry into the Sweepstakes.

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To be eligible, the Entry must be in English. All Entries must be received within the Sweepstakes Period. An Entry that is submitted after 10:00:00 AM PT on November 18, 2025 will be disqualified, and that entry attempt will not be eligible for the random drawing. Sponsor or Administrator are not responsible for lost, late, incomplete, tampered or damaged Entries or Entries that are lost or misdirected to any Junk folder or SPAM filter. All such Entries will be ineligible. Entries will not be acknowledged or returned. Entries become the property of Sponsor.

Limit: One (1) Entry per person/email address during the Sweepstakes Period. Any person, who attempts to participate by using multiple methods of entry, multiple cellular numbers, multiple email addresses, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Sponsor in its sole discretion.

Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Sweepstakes. In the event of a dispute over who an Entry corresponds to, the authorized account subscriber of the cellular account or email address used to enter the Sweepstakes as of the actual time that such information was received by Administrator, will be deemed to be the entrant. The “authorized account subscriber” is defined as the natural person who is assigned the cellular telephone number or email address by the cellular telephone network associated with the cellular phone number or by the internet service provider associated with the email address used to enter the Sweepstakes. Administrator may require an entrant to show proof of being the authorized account subscriber. Sponsor and/or Administrator are not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant’s Entry attempts. Sponsor and/or Administrator is not responsible for Entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of Entry; provided, however, that any entrant’s participation in the Sweepstakes constitutes, and is deemed, such entrant’s full and unconditional agreement to the Official Rules and any and all decisions of Sponsor and Administrator, which are final and binding in all respects. All entrants agree to waive any right to claim ambiguity in the Sweepstakes and/or these Official Rules. Entries not in compliance with these Official Rules may be disqualified in Sponsor or Administrator’s sole discretion. **If you choose to enter via a mobile device, STANDARD MESSAGE RATES AND DATA CHARGES APPLY.** Please consult the terms and conditions of your individual service plan prior to participating via a mobile device. A mobile device is not required to enter the Sweepstakes.

4. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be three (3) total winners during the Sweepstakes Period. The winners will be determined by a random drawing conducted by Administrator from among all eligible Entries on or about November 19, 2025. All decisions of Sponsor and Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the

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Official Rules. Odds of winning depend upon the number of eligible Entries received during the Sweepstakes Period. Limit: one (1) winner per household.

5. **Winner Notification:** Sponsor or Administrator will attempt to notify each potential winner ("Potential Winner") via e-mail on or about November 20, 2025. Potential Winner must respond within two (2) days of notification attempt. Failure to respond to notification as directed within the stated time will result in forfeiture of the prize. Awarding of any prize is subject to verification of Potential Winner's eligibility and full compliance with these Official Rules. The Potential Winner will be required to complete, sign and return an Affidavit of Eligibility and a Liability/Publicity Release Form ("Affidavit and Release") within two (2) days of receiving the Affidavit and Release from Sponsor or Administrator. Failure to return the signed Affidavit and Release within two (2) days following the date of delivery thereof may result in forfeiture of the prize. If any Potential Winner cannot be contacted as specified above, or if Potential Winner fails to return the signed Affidavit and Release by the deadline specified above, or if a Potential Winner is deemed ineligible for any other reason in Sponsor or Administrator's sole discretion, the Potential Winner will be disqualified and an alternate winner may, at Sponsor or Administrator's sole discretion, be randomly selected in his/her place from among all remaining eligible Entries, time permitting.
6. **PRIZE(S) AND APPROXIMATE RETAIL VALUE ("ARV").** There will be three (3) total prizes during the Sweepstakes Period. Each prize consists of two (2) tickets for winner and one (1) guest (both aged 21 or older) to the iHeart Radio Big Jam 2025 concert on December 6, 2025 in Chicago, Illinois. The total ARV for each prize is \$170. The total ARV for this Sweepstakes is \$510. iHeart Radio nor Big Jam 2025 are sponsors or affiliates of this Sweepstakes. Tickets are subject to the terms set by the issuer. Alcohol is not included as part of any prize. Prize will be sent to address provided by winner after winner is verified and returns the completed Affidavit and Release. No PO boxes permitted. Unclaimed or returned prizes will not be awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of the prize.

Sponsor is not liable if the iHeart Radio Big Jam 2025 Concert is postponed, canceled, or otherwise changed. Tickets are subject to terms and conditions stated thereon or on the iHeart Radio Big Jam 2025 website as well as venue restrictions and are NOT for re-sale. The date and time of the concert are subject to change. No transportation will be provided to or from the concert. Sponsor makes no guarantee as to the location of the seats for the concert and exact seats will be determined by Sponsor in its sole discretion. Sponsor is not responsible for lost or mutilated tickets, and none will be replaced. Sponsor is not responsible for postponement or cancellation of the concert. Winner and guest must comply with all venue rules and regulations, including, without limitation, all health and safety protocols, and ticket terms and conditions at all times. Failure to do so may result in forfeiture of the prize. The terms and conditions of the tickets awarded will govern in the event the concert, as defined by Sponsor, is not played due to any reason, including, without limitation, weather, an act of God, an act of terrorism, a war or war-like action, a public health emergency, or civil disturbance. Sponsor reserves the right, in its sole discretion, to remove or to deny entry to any winner and/or guest who engages in a

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disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the concert. The Released Parties will not be responsible for any act of God, act of terrorism, civil disturbance, work stoppage, or any other occurrence outside their reasonable control that may cause the cancellation of the concert. Resale of concert tickets is strictly prohibited. For the avoidance of doubt, unused tickets cannot be refunded, exchanged, or applied towards tickets for any subsequent concert for cash.

Prize winner and guests (all aged 21 or older) must attend the scheduled Big Jam 2025 Concert as specified by Sponsor or Administrator. Tickets cannot be exchanged for any other scheduled event. Guests must complete a Travel Companion Affidavit and Liability Release Form and submit it to Sponsor or Administrator before the prize is awarded. Failure to return the executed Travel Companion Affidavit and Release within the specified time period may result in forfeiture of the trip for the Guest(s). Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner's use of the prize, including without limitation travel details, transportation (including airline and ground transportation), accommodations, and restrictions or conditions for travel. Winner is responsible for any and all expenses and incidental travel costs not expressly stated herein as part of the prize, including but not limited to, meals and beverages not specified as part of the prize, gratuities, and personal incidentals. Incidental expenses and all other costs and expenses which are not specifically listed as part of the prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the winner. If any part of the prize becomes unavailable for any reason, Sponsor will not be responsible to award that part of the prize. Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the prize. PRIZE IS AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. Prize is nonassignable, nonsubstitutable, and nontransferable. Notwithstanding the foregoing, Sponsor may, at its sole discretion, substitute cash or a prize of equal or greater monetary value.

Sponsor cannot guarantee that prize winner and/or guest(s) will not be exposed to or become infected by COVID-19 in connection with acceptance of the prize, which includes event attendance. By participating in the prize, each of prize winner and guest(s) acknowledges the contagious nature of COVID-19 and voluntarily assumes all risks that he/she may be exposed to or infected by COVID-19 in connection with prize and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Prize winner and guest(s) are solely responsible for taking all precautions to avoid contracting COVID-19. Prize is subject to the terms of the ticket issuer, which may require prize winner and guest(s) to comply with all the local regulations and rules at the time of the event, safety and health requirements and policies put in place by the issuer, which may include a requirement that ticket holders provide proof of COVID-19 vaccination, proof of negative PCR test, and/or adhere to masking requirements.

Sponsor, Administrator, and the Released Parties shall not be responsible for any closure of the event venue, cancellation or rescheduling of events, for any reasons, including but not limited to, COVID-19.

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Travel Safety Advisory: Since travel and tourism are constantly changing, the winner and guest(s) shall consult the U.S. State Department's website at travel.state.gov regarding the latest information concerning traveler safety, security, and health advisories and the Center for Disease Control website for testing protocols <https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html>. The winner and guest(s) are responsible for checking the travel protocols before they depart and ensuring that they fully understand and comply with any such protocols. For example, some destinations may require obtaining a negative COVID-19 viral test a certain number of days before and upon return travel. The Sponsor and Administrator shall not be responsible for any additional costs incurred for any required test or any other pre-travel or post travel requirements.

7. **EVENT CONDUCT.** Winner and his/her guest conduct will be under the supervision of Sponsor or Administrator and its event representatives ("Event Staff") whose decisions are final and binding in all aspects relating to the event. Winner and his/her guest may be removed from event premises at the sole discretion of the Sponsor, Administrator, or Event Staff for any reason at any time, including but not limited to the advice of the Event Staff, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, or for any unhealthy, unlawful, unsafe, or inappropriate act. If the winner or guest who, in the opinion of the Sponsor, Administrator, or Event Staff is considered a physical or mental threat to the well-being of any person, he/she may be removed from the event premises. Any act performed by winner or guest defined by federal, state or local statute or ordinance as constituting a criminal act may result in removal from event premises. At the sole discretion of the Sponsor, Administrator, and Event Staff, if winner or guest uses profanity, or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsor, Administrator and/or Event Staff shall have the right to remove that individual from event premises. At the sole discretion of the Sponsor, Administrator and Event Staff, if winner or guest creates the potential for death, disability, injury and/or property damage during the event, the Sponsor, Administrator and/or the Event Staff, shall have the right to remove that individual from event premises.
8. **INTERNET.** If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, suspend, terminate or modify the Sweepstakes. In such event, Sponsor, at its discretion, may select winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring termination, cancellation or suspension of this Sweepstakes.
9. **LICENSE TO ENTRY.** By submitting an Entry, you irrevocably grant Sponsor and its designated agents the royalty-free right throughout the world in perpetuity to use, re-use, copy, publish,

copyright, republish in whole or in part, edit, add to, modify, and rearrange the Entry in whatever media now known or hereafter developed, for use in the advertising and promotion of Sponsor and Sponsor's products without further permission, approval, consideration or payment to the you, except where prohibited by law. You agree to sign any document requested by Sponsor to further confirm this license.

10. **LIMITATIONS OF LIABILITY AND RELEASES.** No liability or responsibility is assumed by Sponsor from entrant's participation in, or attempt to participate in, the Sweepstakes. Sponsor is not responsible for any typographical errors in the information provided by entrants, or in the announcement of prizes or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor and/or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Sweepstakes and/or accepting any prize, each entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor and Administrator, or their respective designated agents, which are final and legally binding in all respects, and agrees to waive any right to claim any ambiguity in these Official Rules. The entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials and mail submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that Sponsor, Administrator, and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Released Parties") shall have no liability whatsoever, and each entrant agrees to release, indemnify and hold harmless the Released Parties for, any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of any prize, or participation in this Sweepstakes or participation in any Sweepstakes-related activities and further acknowledges that said Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize awarded in connection with the Sweepstakes.

Sponsor and Administrator reserve the right, in their sole discretion, without prior notice or obligation and at any time, to cancel, terminate or suspend this Sweepstakes, or any portion thereof, should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor or Administrator corrupt or impair the administration, integrity, security, fairness or proper conduct of the Sweepstakes, or for any other reason, at their sole discretion. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware or software failures of any kind, traffic congestion in any networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed transmissions, whether caused by Sponsor, users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by technical or human error which may occur and/or which may

damage Sponsors' ability to receive or store Sweepstakes data, or which may damage an entrant's system in connection with the selected method of Entry, or which may otherwise limit any entrant's ability to participate and/or redeem the prizes in the Sweepstakes. In the event that any entrant's Entry attempt is not successfully received by Sponsor, that entrant's sole remedy shall be to attempt to enter the Sweepstakes once again during the Sweepstakes Period. Sponsor and Administrator reserve the right at its sole discretion, to disqualify any individual who tampers with the Sweepstakes, or the operation of the Sweepstakes, or who enters using any automatic or programmed Entry duplication method, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Sweepstakes.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S 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 EVERY ENTRANT.

By accepting the prize, the winner agrees that Sponsor may use any and all such winners' names, cities and/or states of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the Sweepstakes, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Should winner make any false statement in any document referenced herein, the winner will be required to promptly return to Sponsor the awarded prize(s) received.

11. **GOVERNING LAW & JURISDICTION.** Except where prohibited, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant, Sponsor, Administrator, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction. Entrants agree that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prize, shall be filed only in the state courts with jurisdiction over Stanislaus County, California or in federal courts in the Eastern District of California, and the entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.



12. **PRIVACY.** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes solely for the purposes of administering the Sweepstakes and fulfilling the prize, and by entering this Sweepstakes you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://www.gallo.com/legal/privacy>.
13. **NO X (FORMERLY TWITTER)/FACEBOOK/INSTAGRAM ASSOCIATION.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, X (formerly Twitter), Facebook or Instagram. You understand that you are providing your information to Sponsor, not to X (formerly Twitter), Facebook or Instagram. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to X (formerly Twitter), Facebook or Instagram.
14. **OFFICIAL RULES/WINNERS LIST.** For confirmation of the names (first initial and last name) and the city of residence of the winners, or for a copy of the Official Rules, send an email (must be received by 12/19/2025), to sweeps@ejgallo.com. Include the name of this Sweepstakes "E&J Brandy Concert Tickets Sweepstakes" and specify "Official Rules" or "Winners List" in the subject line.