## NEW AMSTERDAM & UFC Q3 SWEEPSTAKES OFFICIAL RULES

This Sweepstakes is intended for legal residents aged 21 or older of the United States (excluding Utah, Virginia) and the District of Columbia 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 New Amsterdam & UFC Q3 Sweepstakes (the "<u>Sweepstakes</u>") will commence at 12:00:00 AM Pacific Time ("PT") on September 1, 2025 ("<u>Start Date</u>") and end at 11:59:59 PM PT on November 2, 2025 ("<u>End Date</u>"). The period between the Start Date and End Date will be referred to as the "<u>Sweepstakes Period</u>". The Sweepstakes Period will be broken out into nine (9) separate entry periods (each, an "Entry Period"), as set forth in the Entry Period Chart ("<u>Chart</u>") in Section 3 below. Entries submitted past the expiration of each Entry Period date will not be accepted.

- 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 and Arrowhead Promotion & Fulfillment Co. Inc., 1105 SE 8<sup>th</sup> Street, Grand Rapids, MN 55744 (each an "Administrator"), for Sponsor's New Amsterdam Vodka brand ("Brand").
- 2. ELIGIBILITY REQUIREMENTS. The Sweepstakes is open to legal residents of the United States (excluding Utah and Virginia) and the District of Columbia, who are 21 years of age or older. VOID IN UTAH, VIRGINIA, PUERTO RICO, U.S. VIRGIN ISLANDS, AND 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, sister, 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 12:00:00 AM PT on September 1, 2025, and ends at 11:59:59 PM PT November 2, 2025. There are two ways to enter the Sweepstakes; via QR Code or at <a href="https://promotions.newamsterdamvodka.com/">https://promotions.newamsterdamvodka.com/</a>.

**QR Code:** To enter via QR Code, scan the QR Code found on participating Brand point of sale or specially marked bottles of the Brand, click the link which will lead you to the Website and follow the instructions to complete and submit the entry form during the Sweepstakes Period. Once entrant has completed the foregoing, entrant will have earned one (1) entry (each a "QR Code

Entry" and collectively the "QR Code Entries") into the Sweepstakes. QR Code Entries must be received by 11:59:59 PM PT by each respective Entry Period End Date listed in the Chart below to be entered into that Entry Period. QR Code Entries must be received by 11:59:59 PT PM on November 2, 2025 to be eligible for entry into the Sweepstakes.

<u>Website:</u> To enter via the Website, visit <a href="https://promotions.newamsterdamvodka.com/">https://promotions.newamsterdamvodka.com/</a> and follow the instructions to complete and submit the entry form during the Sweepstakes Period. Once entrant has completed the foregoing, entrant will have earned one (1) entry (each an "Website Entry" and collectively the "Website Entries") into the Sweepstakes. Website Entries must be received by 11:59:59 PM PT by each respective Entry Period End Date listed in the Chart below to be entered into that Entry Period. Internet Entries must be received by 11:59:59 PM PT on November 2, 2025 to be eligible for entry into the Sweepstakes.

QR Code Entries and Website Entries may be referred to herein individually as an "Entry" or collectively as "Entries". To be eligible, the Entry must be in English. Your Entry must be received within the Sweepstakes Period. An entry that is received after 11:59:59 PM PT on November 2, 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.

**Entry Periods:** There will be a total of nine (9) Entry Periods. Your Entry must be received within the time and dates of an Entry Period in accordance with the deadlines in the Chart below.

All entries must be received by 11:59:59 PM PT on the end date of each respective Entry Period. An entry that is sent after 11:59:59 PM PT will be disqualified, and that entry attempt will not be eligible for the Sweepstakes. ALL NON-WINNING ENTRIES WILL ROLL OVER INTO EACH SUBSEQUENT ENTRY PERIOD.

Entry Period	Start Date of Entry Period at 12:00:00 AM PT	End Date of Entry Period at 11:59:59 PM PT
Entry Period 1	9/1/2025	9/7/2025
Entry Period 2	9/8/2025	9/14/2025
Entry Period 3	9/15/2025	9/21/2025
Entry Period 4	9/22/2025	9/28/2025
Entry Period 5	9/29/2025	10/5/2025
Entry Period 6	10/6/2025	10/12/2025
Entry Period 7	10/13/2025	10/19/2025
Entry Period 8	10/20/2025	10/26/2025
Entry Period 9	10/27/2025	11/2/2025

<u>Limit</u>: One (1) Entry per person/email address per Entry Period regardless of the method of entry for a maximum total of nine (9) Entries during the Sweepstakes. Any person who attempts to

participate by using 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 nine (9) total winners during the Sweepstakes Period. There will be one (1) winner per each Entry Period. Winners will be determined by random drawing conducted by Administrator from among all eligible Entries received by Administrator on or about the date stated in the chart below. Non-winning entries from any Entry Period will roll over to any and all subsequent Entry Periods. All decisions of Sponsor or Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend upon the number of eligible Entries received in accordance with the deadlines associated with that Entry Period, and any non-winning Entries that roll over from previous Entry Periods. Limit: one (1) winner per household for the entire Sweepstakes Period.

Entry	Number of	Random Drawing Date
Period	Winners	to Occur On or About
1	1	9/8/2025
2	1	9/15/2025
3	1	9/22/2025
4	1	9/29/2025
5	1	10/6/2025
6	1	10/13/2025

7	1	10/20/2025
8	1	10/27/2025
9	1	11/3/2025

- 5. Winner Notification: Sponsor or Administrator will attempt to notify each potential winner ("Potential Winner") via e-mail on or about the date described in the chart above. 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 of Eligibility 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 nine (9) total prizes during the Sweepstakes Period. There will be one (1) winner each Entry Period.

Entry Periods 1 through 8: Each prize for Entry Period(s) 1 through 8 will consist of one (1) \$250 www.UFCStore.com Gift Card. The total ARV for each prize in Entry Periods 1 through 8 is \$250.00. Gift cards are subject to the terms, conditions and restrictions set by the issuer. The total ARV for Enry Periods 1-8 is \$2,000.

Entry Period 9: The prize for Entry Period 9 will consist of a two (2) day UFC experience in December 2025 for winner and one (1) guest (all aged 21 and over) in Las Vegas, Nevada. The experience will include roundtrip airfare for winner and guest from a Sponsor-specified major airport nearest winner's residence to Las Vegas, Nevada, transfers to and from the airports, two (2) nights standard hotel accommodations (single room, double occupancy, room and tax only) at a hotel to be selected by Sponsor, two (2) lower-level tickets to UFC 323 in Las Vegas, NV and two (2) tickets to the same-day UFC Ceremonial Weigh-Ins at 3780 South Las Vegas Boulevard, Las Vegas NV, and two (2) tickets to a VIP tour of the UFC Performance Institute located at 6650 South Torrey Pines Drive, Las Vegas, NV. The total ARV for the prize in Entry Period 9 is \$6,200.00. The ARV is subject to change based on city of departure, and other market conditions at the time of prize fulfillment. Tickets to each event are subject to the terms set by each respective issuer.

Total ARV of all the prizes to be awarded in this Sweepstakes is \$8,200. 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 and if applicable, the guest has completed a Travel Companion 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.

Prize winner and his/her guest (both aged 21 or older) must attend the UFC experience as specified by Sponsor, on the dates specified by Sponsor. Tickets cannot be exchanged. Neither Sponsor nor Zuffa, LLC ("Zuffa") shall be liable if any portion of the UFC experience is postponed, canceled, or otherwise changed. Tickets are subject to all ticket terms and conditions as well as all venue and UFC procedures, policies, protocols, including, without limitation, security and guest conduct, health and safety, and applicable bag policies. Ticket holders must comply and abide by all such terms, conditions, procedures, policies, protocols. Ticket are NOT for re-sale. Guest 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. 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, in-room charges (e.g., mini-bar, room service, telephone, internet, movies), gratuities, travel upgrades, baggage fees, travel insurance and personal incidentals. Winner will be required to provide a valid major credit or debit card upon hotel check-in and all in-room charges including but not limited to those defined above will be charged to winner's major valid credit or debit card provided. 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, neither Sponsor nor Zuffa will 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. The Winner of Entry Period 9 will receive an IRS Form 1099-MISC for the ARV of the prize.

Airline tickets and travel are subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers. Sponsor, Administrator, and the Released Parties are not responsible for any fees or additional charges resulting from winner's change(s) to itinerary or accommodations. Winner is solely responsible for obtaining all necessary travel documents prior to travel and the associated costs for these requirements. Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any air carrier, hotel, or other transportation company or any other person providing any of these services and accommodations. Sponsor, Administrator, and the Released Parties shall not be liable for any loss or damage to baggage.

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 travel and sports arena 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 issuer, which may require prize winner and guest(s) to comply with all the local regulations and rules at the time of the event and security, fan conduct, safety and health requirements and policies put in place by UFC and its affiliates and subsidiaries, and the sports arena, the airline, 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 cancellation or delay of flights, closure of local hotels or arena, cancellation or rescheduling or delay of any events for any reasons, including but not limited to, COVID-19.

UFC tickets and admission are subject to all security, fan conduct, safety and health requirements and policies put in place by UFC and their affiliates and subsidiaries, as they may be updated from time to time. Each winner and winner's guests must also comply with all applicable UFC ticket terms and conditions.

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 <a href="travel.state.gov">travel.state.gov</a> regarding the latest information concerning traveler safety, security, and health advisories and the Center for Disease Control website for testing protocols <a href="https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html">https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html</a> 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.

TRIP TERMS: Advanced reservations required. All other expenses (including, without limitation, ground transportation other than listed above, personal expenses (optional excursions, spa treatments, souvenirs), telephone charges, meals and beverages, and all federal, state and local taxes (including applicable income taxes)) and fees incurred are the winner's/guests' sole responsibility. The winner will be responsible for applicable taxes and fees. Trip is subject to availability; restrictions and blackout dates apply. Trip is non-transferable, non-refundable and cannot be exchanged for cash. The winner is responsible for tax and fuel costs, and winner and guests must each be at least 21 years old with a REAL ID-compliant driver's license, photo ID card, or another form of federally-acceptable identification (such as a valid passport or military ID) to redeem the prize. Additional air carrier baggage charges are the responsibility of the traveling passenger. Any optional service fees including seat selection, meals, and drinks are not included and are the responsibility of the traveling passenger. It is the traveler's responsibility to provide proper documentation.

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 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. Sponsor, Administrator, Zuffa, and any of their respective parent companies, subsidiaries and agencies, and each of their respective officers, directors, partners, principals, shareholders, employees, retailers, distributors, representatives or agents (collectively, the "Released Parties") assume no liability or responsibility from entrant's participation in, or attempt to participate in, the Sweepstakes. The Released Parties are 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 the Released Parties, and further agrees that all prizes are awarded upon the condition that 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 <a href="http://www.gallo.com/legal/privacy">http://www.gallo.com/legal/privacy</a>.
- **13. NO X/FACEBOOK/INSTAGRAM ASSOCIATION.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, X, Facebook or Instagram. You understand that you are providing your information to Sponsor, not to X, Facebook or Instagram. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to X, Facebook or Instagram.
- **14. OFFICIAL RULES/WINNERS LIST.** For confirmation of the winners' 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 12/3/2025), to <a href="mailto:sweeps@ejgallo.com">sweeps@ejgallo.com</a>. Include the name of this Sweepstakes "New Amsterdam & UFC Q3 Sweepstakes" and specify "Official Rules" or "Winners List" in the subject line.

Drink responsibly. © 2025 New Amsterdam Spirits Company, Modesto, CA. All rights reserved.

### **ABBREVIATED RULES.**

### NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Open to legal residents of the US (excluding UT, VA) and the District of Columbia who are 21 or older. Void where prohibited. Starts at 12:00:00 AM PT on 9/1/25 and ends at 11:59:59 PM PT on 11/2/25. There are two (2) ways to enter: (1) QR Code: scan the QR code found on participating New Amsterdam Vodka point of sale materials, click the link to the website, and follow the instructions to complete and submit the entry form; (2) Website:

visit <a href="https://promotions.newamsterdamvodka.com/">https://promotions.newamsterdamvodka.com/</a> and follow the instructions to complete and submit the entry form. Subject to Official Rules. To receive a copy of the Official Rules, send an

email with the name of this Sweepstakes, "New Amsterdam & UFC Q3 Sweepstakes" in the subject line and "Official Rules Request" to <a href="mailto:sweeps@ejgallo.com">sweeps@ejgallo.com</a>. Sponsor: E. & J. Gallo Winery.