

JOSH CELLARS CUSTOM LABELS PROGRAM

TERMS & CONDITIONS

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE

OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING ALABAMA, GEORGIA, AND NORTH CAROLINA), WHO ARE AT LEAST TWENTY-ONE (21) YEARS OF AGE AT THE TIME OF PARTICIPATION.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW

The Josh Cellars Custom Labels Program (“Program”) is sponsored by Deutsch Family Wine & Spirits (“Sponsor”), 201 Tresser Blvd. Suite 500 Stamford, CT 06901-3435 and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. PROGRAM PERIOD:** The Program begins on November 1, 2021, at 9:00 AM Eastern Time (“ET”) and ends on December 31, 2021 at 11:59:59 PM ET, or when the maximum number of labels available is reached, whichever occurs first (“Program Period”).
- 2. ELIGIBILITY:** Only legal residents of the fifty (50) United States (excluding Alabama, Georgia, and North Carolina) and the District of Columbia who are at least twenty-one (21) years old, at the time of participation. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Program (“Program Entities”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Program are not eligible to participate. Participation in the Program constitutes participant’s full and unconditional agreement to these Terms and Conditions. Void in Alabama, Georgia, North Carolina, and where prohibited or restricted by law.
- 3. HOW TO PARTICIPATE:** During the Program Period, a participant must visit JoshCustomLabels.com (“Website”) and complete and submit the registration form, including, but not limited to: his/her first and complete last name (no initials), phone number, city, state, and agreement to these Official Terms and Conditions. After registering or logging-in, an eligible participant can then follow the links and instructions to create a personalized label (“Label”) by either uploading a photo or using the provided images. Photo must be in one of the following formats: .JPEG, .JPG, .GIF, or .PNG; Photo must not exceed 10 MB **Limit:** Each participant can create two (2) Labels per day during the Program Period (while supplies last).

Each Label will be mailed to the participant at the address provided during registration after submission and verification. Please allow up to eight (8) weeks for shipment of Label(s). The approximate retail value of each Label is \$1.60. There will be eight thousand (8,000) total Labels available during the Program Period. Labels are subject to availability and only available while supplies last. Participant understands that he/she is creating a Label for his/her own personal use. No compensation will be provided by the Sponsor or any of its affiliates, in any way or form. There are no prizes in this Program.

Each Label created must comply with these Official Terms, including the Label Guidelines and Requirements set forth below. By creating a Label, participant hereby agrees to be bound by these Terms and Conditions and the decisions of Sponsor regarding the administration of the Program. Further, participant grants Sponsor and its agents an unlimited, worldwide, irrevocable, perpetual license and right, but not obligation, to publish, reproduce, exhibit, use, publicly display, distribute, edit, crop or otherwise exploit and create derivative works of the Label (as well as any name or likeness embodied therein) in any way, in any and all media, now known or hereafter devised, without limitation, and without further consideration or approvals. Each participant waives any intellectual property rights, publicity/privacy rights or other legal or moral rights relating to such use. BY CREATING A LABEL, PARTICIPANT AGREES THAT THE PHOTO, ALONG WITH HIS/HER FIRST NAME, AND LAST INITIAL, MAY BE POSTED ON THE WEBSITE, OTHER SOCIAL MEDIA PLATFORMS, INCLUDING BUT NOT LIMITED TO OTHER PAGES ON FACEBOOK, TWITTER, ETC., THE INTERNET, TELEVISION, RADIO, AND PRINT AT SPONSOR'S SOLE DISCRETION, AND PARTICIPANTS ACKNOWLEDGE THAT THEIR LABELS MAY BE REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR AND THE PROMOTION ENTITIES SHALL NOT BE LIABLE.

LABEL GUIDELINES AND REQUIREMENTS: Each Label:

- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, alcoholic beverage brands sold by Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Program;
- Must not include any personally identifiable information;
- Must be the original work of the participant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, as respect to the Sponsor's trademarks, participant a limited license to use for purposes of this program;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain and imagery appealing to children and minors;
- Must not contain political or politically themed or motivated messages, statements or images;
- Must not promote excessive or underage drinking, drugs, tobacco or firearms;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - a. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - b. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - c. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
 - d. underage drinking;

- Must not depict or include images that may be considered unlawful, harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, libelous, invasive of another's privacy, hateful, or racially, religiously, ethnically or otherwise objectionable in any manner as solely determined by Sponsor.
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is in violation of or contrary to the laws or regulations in any jurisdiction where the Photo was created.

Sponsor reserves the right to refuse to print any Labels that run afoul of Sponsor's brand image or includes any of the prohibited images or associations identified above.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF A PARTICIPANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE PROMOTIONS. PARTICIPANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE PARTICIPATION IS NOT REQUIRED.

- 4. LIMITATION OF LIABILITY:** By participating in this Program, participants agree that the Program Entities, and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Label or Program related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Program; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Program, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program -related activity or element thereof, and the participant's requests, participation or inability to participate in the Program or using the Label; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in

connection with the use of any Label (or any component thereof); (d) any change in the Label (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Label (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

6. PRIVACY POLICY: Sponsor's privacy policy is available at <https://www.deutschfamily.com/privacy-policy/>. Sponsor uses commercially reasonable

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.

By participating in the Program, Entrant understands that he or she is providing their information to Sponsor. Each Participant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos (including, without limitation, profile photo) and/or likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on television, radio, the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

- 7. GENERAL:** This Program is subject to all federal, state and local laws and regulations. Receiving a Label is contingent upon fulfilling all requirements set forth herein. Program valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Labels have no cash value. Any attempted form of participation in this Program other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Program. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROGRAM OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and the Program details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Program as set forth in these Terms and Conditions shall prevail.
- 8. SEVERABILITY:** The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. CONSTRUCTION: In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and the terms and conditions of these Terms and Conditions, these Terms and Conditions shall prevail, govern and control.

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