

19 CRIMES INFAMOUS INSIDERS LOYALTY PROGRAM TERMS AND CONDITIONS

Residents of the 50 United States and District of Columbia **excluding** Alabama, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Virginia, Utah, and Wisconsin, **click here** for Loyalty Terms and Conditions

Residents of **Alabama, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Virginia and Wisconsin only**, **click here** for Loyalty Program Terms and Conditions

19 CRIMES INFAMOUS INSIDERS LOYALTY PROGRAM TERMS AND CONDITIONS

REVISED AND EFFECTIVE: January 22, 2020

PLEASE READ CAREFULLY. By participating in the 19 Crimes Infamous Insiders Loyalty Program (the “Program”) you agree to the following terms and conditions (“Terms and Conditions”). These terms govern your use and our provision of services under the Program. These Terms and Conditions are a contract between you and Treasury Wine Estates. Accessing, enrolling, or participating in the Program constitutes your full and unconditional agreement to these Terms and Conditions.

REQUIRED DISCLOSURES

TERMS AND CONDITIONS ARE APPLIED TO THIS LOYALTY PROGRAM, LOYALTY POINTS AND RELATED AWARDS. PLEASE READ THIS SECTION CAREFULLY.

- **All loyalty points awarded through this program are for loyalty, award and promotional purposes only.**
- **Loyalty points are non-transferrable and have no monetary-value. To the extent a face or cash value must be disclosed for such points, the value is \$0.**
- **Loyalty points may not be purchased or redeemed for cash. No fees are charged to participate in the program, to earn loyalty points, or to redeem loyalty points.**
- **Loyalty points do not expire during the Redemption Term of the program.**
- **Loyalty points may be redeemed for discounts on limited items of merchandise as identified on <https://19crimes.com/rewards>. Any other use, transfer, or redemption of Loyalty points is prohibited. Loyalty Points may not be used to purchase items in state-administered stores.**

A. Overview of the 19 Crimes Infamous Insiders Loyalty Program

1. The Program is a loyalty program provided by Treasury Wine Estates Americas Company (“TWE”) through which individuals may earn non-monetary loyalty points (“Points”) through the presentation and redemption of point-of-sale purchase receipts for TWE products or through other methods as may be added by TWE from time to time. Individuals may enroll in the program without charge by visiting <https://19crimes.com/rewards> (the “Website”). Individuals may also visit the website to review their Program Points balance and redemption status.

During the Program, an entrant may also text CRIMES (“Keyword”) to 87654 (“Short Code”) to obtain a link to the Website. **Note that an entrant cannot participate in the Program solely by texting the Keyword to the Short Code. Message and data rates may apply for each text message sent or received.** Not all mobile telephone providers carry the service necessary to

access the Website. Entrants should consult their wireless providers' pricing plans. An entrant may, at any time, choose to stop participating in this Program by sending an opt-out text message stating "STOP CRIMES" to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word "HELP CRIMES" to the Short Code. Each Text must be manually key-stroked/entered by the individual.

2. Individuals must be at least 21 years of age to enroll or participate in the Program.
3. All individuals who have properly enrolled in the Program in accordance with the requirements of Section D below will be deemed "Participants."
4. Participants may redeem their Points for TWE products or services available in the "Rewards Catalog" accessed at the Website.

B. Eligibility

1. The Program is open to Participants who are natural persons and legal residents of the 50 United States (excluding Alabama, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Utah, Virginia and Wisconsin) and the District of Columbia and who are 21 years and older at the time of enrollment. Employees, directors and officers of TWE and its parent and subsidiary companies, as well as their immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) are eligible to enroll in the Program. The Program is subject to all applicable federal, state, municipal, and local laws and regulations. Void in Alabama, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Utah, Virginia, Wisconsin and where prohibited by law.
2. Enrollment or participation in the Program constitutes Participant's full and unconditional agreement to these Terms and Conditions.

C. Duration of Program

The Program begins at 12:00 p.m. Eastern Time ("ET") on October 1, 2019 and will continue until June 30, 2020 or such time as TWE, in its sole and absolute discretion, elects to terminate the Program (the "Program Term"). TWE reserves the right to shorten, extend, modify, terminate, or cancel the Program, at its discretion, at any time as further described in Section G below. Participants can collect Points only during the Program Term by the methods set forth in Section E below or through other methods as may be added by TWE from time to time. Enrollees may only redeem Points, as set forth in Section F below, during the "Redemption

Term,” hereby defined as the Program Term and a period of sixty (60) days immediately following the last day of the Program Term.

D. Enrolling in the Program

1. To enroll, an individual must click on the “Join Now” button at <https://19crimes.com/rewards>, follow the onscreen instructions, and comply with the applicable requirements as described herein to create a Program account (“Account”).

2. To create an Account, individuals must:

- Be 21 years of age or older;
- Have a unique valid email address;
- Consent to these Terms and Conditions;
- Authorize TWE to collect, store and share information regarding the individual and such individual’s Account and use of the Program, in accordance with the Program Privacy Policy <https://www.19crimes.com/en-us/privacy-policy>; and
- Not have opt-outed of the sharing, exchange, or sale of information about the individual by TWE during the 12 months prior to the date of enrollment.

3. Once an individual provides his/her corresponding personal profile information, consents to these Terms and Conditions as described above and the Program Privacy Policy <https://www.19crimes.com/en-us/privacy-policy>, he/she will be enrolled in the Program.

4. Limit 1 Account per individual.

5. An individual will receive 150 loyalty points for completing the registration

E. Collecting Points

1. Participants may collect Points only during the Program Term by completing all of the activities outlined in this Section.

2. Participants may collect Points only during the Program Term by submitting eligible point-of-sale receipts (“eligible receipts”) for purchases of participating 19 Crimes® Wine products through the Participant’s Account (a “Qualifying Purchase”). To qualify as an eligible point-of-sale receipt, a receipt must show all of the following:

- Name of retail seller/vendor of the participating 19 Crimes® Wine products
- Date of purchase
- Name and identification code for the participating 19 Crimes® Wine products
- Purchase price paid for the participating 19 Crimes® Wine products

3. A participant who is a resident of California **may not** enter the Program by making a Qualifying Purchase and uploading a receipt at the Website. If a resident of California uploads a receipt at the Website, he/she will not receive any Points. A resident of California may instead take a photo of the Qualifying Purchase product and upload the photo at the Website.
4. The file containing the eligible receipt must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. A participant may include multiple Qualifying Purchases (or multiple pictured Qualifying Purchase products for California residents) on a single receipt/photo (each Qualifying Purchase should be circled separately), but a Qualifying Purchase and receipt/photo may each only be used once. A participant should keep all original receipts/photos submitted, as TWE may request participant provide an original receipt/photo for verification. A participant may not submit the same receipt more than one (1) time. Digital receipts will not be accepted. Duplicated receipts will not be accepted. Receipts must be readable. Mechanical reproductions, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted.
5. Once a Participant submits an eligible receipt through his/her Participant Account or via the Website for California residents, will be subject to validation by TWE. Points will not be awarded until the validation process is complete. The corresponding number of Points will be awarded to the appropriate Participant's Account within 5 business days after completion of the validation process; however, TWE reserves the right at its sole discretion to award Points later than 5 business days if additional time is needed for any reason.
6. Limit: A participant may receive no more than one thousand eight hundred (1,800) Points for uploading Qualifying Purchase receipts/photos per calendar month. No more than twelve (12) Qualifying Purchases may be made per calendar month, and twenty-four (24) receipt upload attempts per calendar month.

Qualifying Purchase	Points
750 ml 19 Crimes Red Blend	100
750 ml 19 Crimes The Banished Dark Red	100
750 ml 19 Crimes Cabernet Sauvignon	100
750 ml 19 Crimes Shiraz	100
750 ml 19 Crimes Hard Chard	100
750 ml 19 Crimes Pinot Noir	100
750 ml 19 Crimes The Uprising Rum Aged Red Wine	100
750 ml 19 Crimes Sauvignon Block	100
750 ml s19 Crimes The Warden	150
750 ml 19 Crimes Life Sentence Red Blend	100
750 ml 19 Crimes Life Sentence Cabernet Sauvignon	100
750 ml 19 Crimes Cell Block Select Cabernet Sauvignon	100

750 ml 19 Crimes Cell Block Select Red Blend	100
750 ml 19 Crimes Cell Block Select Hard Chard	100
750 ml 19 Crimes Cell Block Select Pinot Noir	100
750 ml 19 Crimes Cell Block Select The Warden	150
750 ml 19 Crimes The Sentenced Cabernet Sauvignon	100

7. During the Program Term, TWE will share codes (each a “Code”). Codes may be e-mailed to Participants who have signed up to receive marketing e-mails from TWE, via social media (Facebook, Twitter, Instagram), via The Living Wine Labels app, or via regional influencers and brand ambassadors. Participants who receive a Code or see a Code posted, may visit the Website, and follow the links and instructions to enter the Code. Participants will earn ten (10) Points for each Code entered. Limit: Each participant may earn thirty (30) Points per calendar month of the Program Term, for a total of two hundred seventy (270) Points during the Program Term.

8. Download App: A participant may follow the instructions at the Website to download the Living Wine Labels app (app is free) on a compatible device and then use the app to login to the Program. A participant will receive fifty (50) Points upon logging in to the Program with the app (if participant has previously registered for the Program at the Website). If a participant already has the app, he/she can still log-in to the Program from the app to earn Points. Limit: a participant may download the app and use the app to register for the Program one (1) time during the Program Term.

9. Take A Poll: A participant may follow the instructions at the Website to take a poll. Upon completion of answering a poll question, a participant will receive ten (10) Points for each poll completed. Limit: Each poll may only be completed one (1) time and there will be a total of nine (9) polls during the Program Term.

10. Opt-In To Receive 19 Crimes® E-Mails: A participant may follow the instructions at the Website to opt-in to receive marketing emails from TWE. A participant will receive twenty (20) Points for opting in to receive marketing e-mails from TWE. Limit: Each Participant may opt-in one (1) time.

11. Opt-In To Receive Infamous Insider Rewards Program E-Mails: A participant may follow the instructions at the Website to opt-in to receive Infamous Insider Rewards Program e-mails from TWE. A participant will receive twenty (20) Points for opting in to receive marketing e-mails from TWE. Limit: Each Participant may opt-in to Program e-mails one (1) time. For any opt-in: Participants who obtain Points via any opt-in method may unsubscribe from marketing e-mails at any time by clicking the “unsubscribe” link included in the bottom of the e-mail which they received from the TWE.

12. Watch a Video: A Participant may follow the instructions at the Website to watch a video. A Participant will receive twenty (20) Points for each video watched. Limit: Each Participant may watch one (1) video per calendar month during the Program Term and earn twenty (20) Points per calendar month during the Program Term.

13. Facebook or Twitter Share: A participant may follow the instructions at the Website to invite other people to participate in the Program by posting a link to his/her own Facebook wall or Twitter feed (“Invitation Post”). A participant will receive ten (10) Points when another person clicks on the link in a participant’s Invitation Post and registers for the Program. Limit: Ten (10) total entries via Facebook or Twitter (no more than five [5] via Facebook share and five [5] via Twitter share).

FACEBOOK/TWITTER SHARE GUIDELINES: A Facebook or Twitter share (if participant clicks the link to share on Facebook or Twitter, as described above) must meet the requirements below:

- Must be in English, except for commonly understood foreign words;
- Must adhere to Facebook’s Terms of Service (for Facebook shares), located at: <https://www.facebook.com/legal/terms>;
- Must adhere to Twitter’s Terms of Service (for Twitter shares), located at: <https://twitter.com/tos>;
- Must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- Must not disparage TWE;
- Must not prominently feature, mention, refer, or otherwise allude to the name, logo, or trademark of any entity, individual, product, or brand other than those of TWE and its brands;
- Must not include sensitive personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by TWE at TWE’s sole discretion);
- 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 (as determined by TWE at TWE’s sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where posted.

NOTE: If any Facebook or Twitter share fails to comply with any of these requirements or any other provisions of these Terms and Conditions, TWE reserves the right to disqualify the participant, at its sole discretion. This Program is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Twitter. By using Facebook and/or Twitter to participate in

the Promotion, a participant agrees to release Facebook and/or Twitter from any and all liability associated with participant's participation in the Program.

14. At various times during the Program Term and in its sole discretion, TWE may declare "Bonus Points" periods during which the number of Points earned from purchases, transactions or other methods will increase (e.g., double, triple, etc.). TWE will indicate when there is an active Bonus Points period in effect on the Website and/or by certain communications as determined by TWE. Participants who earn Points during such Bonus Points periods will earn the corresponding increase in the number of Points as set forth on the Website and/or other communications, as applicable.

15. TWE determines, and may from time to time change, the Points value associated with any Points-eligible item purchase, in its sole discretion. Participants will earn the number of Points associated with a Point-eligible item purchase as described in these Terms and Conditions in effect at the time of purchase. All Points must be earned and awarded by no later than the end of the Program Term. Any Points earned after the end of the Program Term are void.

16. Participants who believe Points have not accrued properly to their Accounts under the Program may submit a Points Verification Request to TWE within 15 days of the date such Points were to be awarded. A Points Verification Request should be made in writing to [address] and include Participants full name, address, email address, telephone number, date of purchase, and a brief description of the discrepancy or item to be verified. Points Verification Requests MUST also include submission of a printed or electronic record of purchase. Only Points Verification Requests that contain all of these required elements will be accepted and processed. TWE will respond to Points Verification Requests within 60 days of receipt of a complete Points Verification Request. All Points Verification Requests must be completed by Participant and received by TWE by no later than the end of the Program Term.

17. TWE will not award Points for purchases in which full payment is not received or is subsequently reversed, charged-back, declined, or withdrawn. Points will not be awarded for purchase refunds or for any purchases returned for any reason. TWE will not award Points for any purchases or transactions which, in its sole discretion, TWE suspects were made by individual(s) other than the Participant.

18. Points are subject to revocation if TWE, in its sole discretion, suspects that such Points have not been obtained in accordance with these Terms and Conditions and/or through legitimate transactions and/or activities. TWE reserves the right to decline any transaction, including the accrual of Points, it suspects, in its sole discretion, may involve an individual under age 21, or is otherwise fraudulent or in violation of applicable law. TWE may close Participant Accounts, and declare all Points accrued to such accounts void, in the event that TWE determines, in its sole discretion, that Participants associated with such accounts may have attempted or engaged in fraud or other activities in violation of this agreement or applicable law.

19. TWE determines the Points value associated with any Points-eligible item in its sole discretion and may change such values at any time. Participants will earn the number of Points associated with a Point-eligible item as displayed at the time of purchase. TWE reserves the right to change, add, or remove the methods by which Participants can collect Points. Participants remain responsible for the payment of all taxes which may result from the Program or eligible purchases made as part of the Program.
20. Participants may not combine Points with or transfer Points to other Participant's Account. Participants may not sell or otherwise dispose of Points in any manner in an attempt to violate or subvert these Terms and Conditions.
21. Participants may collect Points in the manner set forth above during the Program Term, unless otherwise modified by TWE in its sole and absolute discretion.
22. Points have no cash value and are only redeemable: (a) for select reward items listed in the Rewards catalog and during the Redemption Term; and (b) pursuant to these Terms and Conditions.

F. Redeeming Points

1. Participants may redeem their Points for products and items of value ("Rewards") listed in the "Rewards Catalog" section of the Website while supplies last and only during the Redemption Term, as defined in Section C above. The Website will list the corresponding Point value required to redeem each Reward.
2. To redeem Points during the Redemption Term, review the Rewards listed on the Website. Participants may select any Reward still available and in stock for which the Participant has accumulated sufficient Points for redemption. Click the "Redeem" button corresponding to the item a Participant wishes to redeem and follow the links and instructions to complete the redemption process. As part of the redemption process, Participants will receive a confirmation email sent to the email address assigned to the Participant's Account. Participants are responsible for ensuring the email address assigned to their Account is accurate and up to date. Any applicable duties or taxes associated with or arising from the shipment of any Reward to a Participant are not included and will be Participant's responsibility.
3. Limit: Each participant may only redeem each type of Reward outlined below one (1) time during the Program Period.
4. All Point redemptions for Rewards are final. If a Participant does not receive their Rewards within 6-10 weeks of redemption or Participant believes such Rewards arrived damaged, the Participant must notify TWE using <https://prizelogic.zendesk.com/hc/en-us?id=12600> within 60 days of Participant's receipt of the applicable Reward(s).

5. TWE reserves the right to modify the available Rewards and their corresponding Point totals at any time and for any reason in TWE’s sole and absolute discretion.

Reward	Quantity Available	Approximate Retail Value	Points Needed to Redeem Reward
19 Crimes branded Hooded Sweatshirt	50	\$45.00	4,500
19 Crimes branded Prison Beanie	75	\$20.00	2,000
19 Crimes branded Dice Cup	100	\$15.00	1,500
19 Crimes branded Luggage Tag	150	\$12.00	1,200
19 Crimes branded Journal	200	\$10.00	1,000
\$50 StubHub Gift Card	50	\$50.00	5,000
\$25 Nike Gift Card	75	\$25.00	2,500
\$15 Uber Gift Card	100	\$15.00	1,500
\$5 in Music	250	\$5.00	500
19 Crimes branded Emoji Downloads	Unlimited	\$0.00	125
Digital Wine Party Assets	Unlimited	\$0.00	125

NIKE:

Nike Gift Cards are redeemable for merchandise online at Nike.com, Hurley.com, Converse.com, at any Nike-owned and Converse-owned retail location in the United States and Puerto Rico or by phone at 1-800-806-6453. Orders placed on Nike.com are limited to the 50 United States and District of Columbia. This Gift Card is not redeemable at Hurley retail stores. Upon redemption, any unused balance will remain on the Gift Card for future purchases. Gift Cards will not be redeemed or exchanged for cash, except where required by applicable law. When shopping on Nike.com, if the order total is more than the gift card amount, the remaining balance must be paid by credit card or PayPal account. Gift Cards will not be replaced if lost or stolen without proper proof of purchase. Sales tax, where applicable, will be applied at the time of redemption. Nike reserves the right to refuse, cancel or hold for review Gift Cards and orders for suspected fraud, for Gift Cards mistakenly issued in an incorrect denomination, or for other violations of gift card policies. No refunds or exchanges on Gift Cards. Nike Gift Cards do not expire. For more information and to check your balance, visit Nike.com.

STUBHUB:

1. Gift certificates and electronic “eGift Cards” or physical gift cards (collectively, "Gift Cards") can only be redeemed on stubhub.com or by calling customer service. We may enable redemption via mobile applications or m.stubhub.com at a later time; check your Gift Card for details. You must have a StubHub account to redeem Gift Cards. To create an account, visit StubHub.
2. Gift Cards are not redeemable for cash and cannot be returned for a cash refund. Gift Cards are not credit, debit or charge cards. No implied warranties attach to Gift Cards.

3. Upon redemption, the entire balance of a Gift Card is deposited to the recipient's StubHub account. Gift Cards are not reloadable and cannot be associated with multiple StubHub accounts. Gift Cards cannot be redeemed for past purchases.
4. If the cost of an order exceeds the Gift Card amount, the recipient must pay for the balance with a credit or debit card or PayPal account.
5. Treat Gift Cards like cash. Lost, stolen, or damaged Gift Cards will not be replaced except where required by law and only with proof of purchase as required and if the Gift Cards have never been used.
6. Gift Cards and their use on stubhub.com are subject to our User Agreement and Privacy Policy.
7. StubHub reserves the right to close customer accounts and request alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases on stubhub.com. Invalid or unidentifiable Gift Card numbers will not be redeemed.
8. Purchases using Gift Cards do not count towards StubHub rewards or loyalty programs.
9. StubHub reserves the right to change these terms and condition from time to time in its sole discretion.

UBER:

By using this gift card, you accept the following terms and conditions: This card is redeemable via the Uber® app within the U.S. in cities where Uber is available. The card is non-reloadable and, except where required by law, cannot be redeemed for cash, refunded, or returned. You may be required to add a secondary payment method to use this gift card with the Uber app. The card is not redeemable outside the U.S. Issuer is not responsible for lost or stolen cards, or unauthorized use. Depending on the state of purchase, this card is issued by Bancorp Card Services, Inc. or The Bancorp Bank. For full terms and conditions and customer service, visit uber.com/legal/gift.

6. From time to time, Sponsor reserves the right but not the obligation to allow participants to use their Points to enter other promotions and/or sweepstakes. Details and official rules for other promotions and sweepstakes, if any, will be posted on the Website.

G. Modifications and Termination of the Program

1. TWE reserves the right to modify any of the Terms and Conditions set forth herein -- including, but not limited to, the length of the Program Term or Redemption Term, methods by which Participants can collect Points, the eligible Rewards, the number of Points associated with eligible Rewards, the number of purchases through which Participants may collect Points, the number of Points that may be redeemed through the Program, and any of the options made

available to Participants with respect to their Accounts -- at any time, with or without notice, even though these changes may affect an Participant's ability to collect or use his/her Points.

2. TWE reserves the right to cancel or terminate the Program at any time, for any reason, with or without notice, even though cancellation or termination may affect a Participant's ability to collect or redeem his/her Points. In the event of termination, Participants will have 60 days from the Program termination date to redeem their Points. Participants will not be able to collect additional Points during this 60-day period. Thereafter, any Points remaining in a Participant's Account become void without compensation and will have no value of any kind.

3. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms and Conditions. Participants are responsible for remaining knowledgeable as to any changes that TWE may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available

<https://19crimes.com/rewards> and will supersede all previous versions of these Terms and Conditions.

H. General Terms and Conditions

1. By enrolling in the Program and as an ongoing condition to Participant's good standing with the Program, Participant agrees to authorize: (a) TWE's collection, storage and use of Participant's personal information by the TWE, its affiliates, service providers, and third parties, including without limitation, information regarding such Participant's Account and use of the Program, for the purposes of administering the Program and distributing Rewards; and (b) the collection, storage, use, and sharing by TWE of the Participant's submitted personal and other information, in a manner consistent with our Privacy Policy <https://www.19crimes.com/en-us/privacy-policy>. The terms of the Privacy Policy are incorporated herein by reference. Participant understands and agrees that personal information submitted by Participant may be transferred to and/or stored on servers in the United States of America, and therefore may be subject to U.S. law, and/or disclosure to or access by U.S. authorities in accordance with or as required by U.S. law or courts.

2.. TWE reserves the right, in its sole discretion and without notice or liability to impacted Participants, to restrict, suspend and/or discontinue the participation privileges of any Participant who TWE believes has engaged in any fraudulent activity or has used the Program in a manner inconsistent with these Terms and Conditions or any federal, state, provincial, municipal, territorial or local laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all accumulated Points. In addition to discontinuance of participation privileges, TWE shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

3. The Program is provided to individuals only. Corporations, associations or other groups may not participate in the Program. It is fraudulent for any individual or company, association, or group to direct, encourage, or allow individuals to use a single Account for the purpose of accumulating Points for combined use.
4. Points do not constitute property of a Participant. Points may be revoked at any time by TWE as set forth herein. Points may not be transferred or assigned, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law.
5. Participants are responsible for ensuring the accuracy of their Account and the information associated with their Account and is encouraged to check their Account regularly and update the information associated with their Account as soon as such updates are necessary. Participants are solely responsible for: (a) maintaining the confidentiality and security of their Accounts, including without limitation, the password associated with a Participant's Account; and (b) all activities that occur on or through an Participant's Account. Participants shall immediately notify TWE of any suspected fraudulent and/or unauthorized use of such Participant's Account. TWE will not be responsible for any losses arising from any fraudulent and/or unauthorized use of a Participant's Account.
6. TWE is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.
7. All questions or disputes regarding eligibility for the Program, collecting or redemption of Points, or a Participant's compliance with these Terms and Conditions will be resolved by TWE in its sole discretion.
8. Your account ("Account") gives you access to the Service. You may never use another User's Account without permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify us immediately of any breach of security or unauthorized use of your Account. We will not be liable for any losses or damage caused by any unauthorized use of your Account. You may control your Account and how you interact with the Service by changing the settings in the Application. By providing us with your email address and telephone number you consent to the use of your email address or telephone to send Service-related notices or messages, including any notices required by law, in lieu of communication by postal mail. We and our service providers may use your email address or telephone number to send you other messages, such as changes to features of the Service and special offers.

I. Restrictions on Your Use of the Service

You agree to comply with all Applicable Law in connection with your use of the Service. You further agree not to collect or distribute content or data that violates the privacy, Intellectual

Property Rights or other proprietary rights of any third party, or for any purposes that we reasonably determine to be harassing, obscene, unlawful, defamatory, threatening, coercive, fraudulent, abusive or otherwise objectionable. You are solely responsible for all User Information and all other content and information that you collect, upload, store, share, maintain or transmit through the Service. In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Use the Service for any purpose that is illegal, beyond the scope of its intended use, or otherwise prohibited in these Terms;
- Use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully utilizing the Service, or that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service;
- Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Service;
- Use or attempt to use another User's account without authorization;
- Attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Service that you are not authorized to access;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Create false identities or impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your Account or another User's User Information without our prior written consent; or
- Develop any third-party applications that interact with User Information or the Service without our prior written consent.

J. General Service Warranty Disclaimer

THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. TWE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL ALWAYS BE SECURE OR ERROR-FREE, THAT THE SERVICE WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS, THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SERVICE OR THE CONTENT

ARE ACCURATE, COMPLETE, RELIABLE OR CURRENT, OR THAT THE SERVICE OR THE CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, INCLUDING ANY PROFESSIONAL MONITORING OR ADDITIONAL SERVICES AS DEFINED HEREIN OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Waiver, Limitation of Liability, Indemnity

Without limitation of any of the foregoing disclaimers, you hereby waive and will not assert any claims, allegations, complaints or causes of action of any nature whatsoever against the Released Parties arising out of, or in any way relating to, use of the Service or the Content.

YOU UNDERSTAND AND ACKNOWLEDGE THAT: (I) NO RELEASED PARTY IS AN INSURER OF PERSON, LIFE, LIMB, OR PROPERTY AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY, LIFE LOSS, AND PROPERTY LOSS OR DAMAGE WILL BE OBTAINED BY YOU IN SUCH AMOUNTS AND COVERING SUCH PERILS AS YOU MAY DETERMINE IN YOUR SOLE DISCRETION; (II) YOUR USE OF THE CONTENT AND THE SERVICE IS AT YOUR OWN RISK; (III) THE AMOUNT YOU PAY FOR THE SERVICE IS BASED ONLY ON THE VALUE OF THE SERVICE PROVIDED AND NOT ON THE VALUE OF ANY PROPERTY OR ITS CONTENTS; (IV) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE VALUE OF ANY PROPERTY THAT MIGHT BE LOST, STOLEN OR DESTROYED IF THE SERVICE FAILS TO OPERATE PROPERLY; (V) IT IS DIFFICULT TO DETERMINE IN ADVANCE HOW FAST EMERGENCY RESPONDERS WILL RESPOND AND RELEASED PARTIES BEAR NO RESPONSIBILITY FOR EMERGENCY RESPONSE; AND (VI) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE DAMAGES THAT WOULD BE PROXIMATELY CAUSED BY A FAILURE TO PERFORM, ANY NEGLIGENCE IN PERFORMANCE, OR A FAILURE OF THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY RELEASED PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, CONSORTIUM OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) LIFE LOSS, BOLDILY INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM EITHER (A) YOUR ACCESS TO OR USE OF THE SERVICE OR (B) THE ACTIONS OR ACTIONS NOT TAKEN BY THE RELEASED PARTIES OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, ANY ACCOUNT AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE

THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER INFORMATION OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF THE RELEASED PARTIES TO YOU, YOUR SUCCESSORS AND PERMITTED ASSIGNS FOR DAMAGES OR OTHER MONETARY RELIEF WILL BE LIMITED IN THE AGGREGATE TO AMOUNTS ACTUALLY PAID FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE.

THIS LIMITATION OF LIABILITY SECTION WILL BE THE SOLE AND EXCLUSIVE REMEDY AND APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, MALPRACTICE, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Indemnity

You agree to defend, indemnify and hold harmless the Released Parties, from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees and costs) arising from: (i) your use of and access to the Service, including any data, Alerts, Content or other Content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Information or any that is submitted via your Account; or (vi) any other party's access and use of the Service with your unique login, password or other appropriate security code.

Governing Law

You agree that: (i) the Service will be deemed solely based in the State of California, USA. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of Intellectual Property Rights, as set forth in the Arbitration provision below.

If you are a federal, state, or local government entity in the United States using the Service in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the

extent permitted under federal law, the laws of the State of Washington (excluding choice of law).

Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF UNDER THESE TERMS.

Any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Terms and Conditions and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. Notwithstanding the provision in the preceding sentence with respect to applicable substantive law, any arbitration conducted pursuant to the Terms and Conditions of this Program shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The parties acknowledge that this Program evidences a transaction involving interstate commerce. In any arbitration arising out of or related to these Terms and Conditions, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

Prohibition of Class and Representative Actions and Non-Individualized Relief

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND TWE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

All trademarks on the Website or in any other Program promotional materials are the property of their respective owners.

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Customer service inquires may be made at [Contact Us](#).

19 CRIMES INFAMOUS INSIDERS LOYALTY PROGRAM TERMS AND CONDITIONS

REVISED AND EFFECTIVE: January 22, 2020

PLEASE READ CAREFULLY. By participating in the 19 Crimes Infamous Insiders Loyalty Program (the “Program”) you agree to the following terms and conditions (“Terms and Conditions”). These terms govern your use and our provision of services under the Program. These Terms and Conditions are a contract between you and Treasury Wine Estates. Accessing, enrolling, or participating in the Program constitutes your full and unconditional agreement to these Terms and Conditions.

REQUIRED DISCLOSURES

TERMS AND CONDITIONS ARE APPLIED TO THIS LOYALTY PROGRAM, LOYALTY POINTS AND RELATED AWARDS. PLEASE READ THIS SECTION CAREFULLY.

- **All loyalty points awarded through this program are for loyalty, award and promotional purposes only.**
- **Loyalty points are non-transferrable and have no monetary-value. To the extent a face or cash value must be disclosed for such points, the value is \$0.**
- **Loyalty points may not be purchased or redeemed for cash. No fees are charged to participate in the program, to earn loyalty points, or to redeem loyalty points.**
- **Loyalty points do not expire during the Redemption Term of the program.**
- **Loyalty points may be redeemed for discounts on limited items of merchandise as identified on <https://19crimes.com/rewards>. Any other use, transfer, or redemption of Loyalty points is prohibited. Loyalty Points may not be used to purchase items in state-administered stores.**

A. Overview of the 19 Crimes Infamous Insiders Loyalty Program

1. The Program is a loyalty program provided by Treasury Wine Estates Americas Company (“TWE”) through which individuals may earn non-monetary loyalty points (“Points”) through activities or through other methods as may be added by TWE from time to time. Individuals may enroll in the program without charge by visiting <https://19crimes.com/rewards> (the “Website”). Individuals may also visit the website to review their Program Points balance and redemption status.

During the Program, an entrant may also text CRIMES (“Keyword”) to 87654 (“Short Code”) to obtain a link to the Website. **Note that an entrant cannot participate in the Program solely by texting the Keyword to the Short Code. Message and data rates may apply for each text message sent or received.** Not all mobile telephone providers carry the service necessary to

access the Website. Entrants should consult their wireless providers' pricing plans. An entrant may, at any time, choose to stop participating in this Program by sending an opt-out text message stating "STOP CRIMES" to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word "HELP CRIMES" to the Short Code. Each Text must be manually key-stroked/entered by the individual.

2. Individuals must be at least 21 years of age to enroll or participate in the Program.
3. All individuals who have properly enrolled in the Program in accordance with the requirements of Section D below will be deemed "Participants."
4. Participants may redeem their Points for TWE entries into sweepstakes or other promotions accessed at the Website.

B. Eligibility

1. The Program is open to Participants who are natural persons and legal residents of Alabama, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, Virginia and Wisconsin and who are 21 years and older at the time of enrollment. Employees, directors and officers of TWE and its parent and subsidiary companies, as well as their immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) are eligible to enroll in the Program. The Program is subject to all applicable federal, state, municipal, and local laws and regulations. Void outside Alabama, Hawaii, Indiana, Maine, Minnesota, Missouri, North Carolina, New Jersey, Pennsylvania, South Dakota, Texas, and Virginia and where prohibited by law.
2. Enrollment or participation in the Program constitutes Participant's full and unconditional agreement to these Terms and Conditions.

C. Duration of Program

The Program begins at 12:00 p.m. Eastern Time ("ET") on October 1, 2019 and will continue until June 30, 2020 or such time as TWE, in its sole and absolute discretion, elects to terminate the Program (the "Program Term"). TWE reserves the right to shorten, extend, modify, terminate, or cancel the Program, at its discretion, at any time as further described in Section G below. Participants can collect Points only during the Program Term by the methods set forth in Section E below or through other methods as may be added by TWE from time to time. Enrollees may only redeem Points, as set forth in Section F below, during the "Redemption Term," hereby defined as the Program Term and a period of sixty (60) days immediately following the last day of the Program Term.

D. Enrolling in the Program

1. To enroll, an individual must click on the “Join Now” button at <https://19crimes.com/rewards>, follow the onscreen instructions, and comply with the applicable requirements as described herein to create a Program account (“Account”).
2. To create an Account, individuals must:
 - Be 21 years of age or older;
 - Have a unique valid email address;
 - Consent to these Terms and Conditions;
 - Authorize TWE to collect, store and share information regarding the individual and such individual’s Account and use of the Program, in accordance with the Program Privacy Policy <https://www.19crimes.com/en-us/privacy-policy>; and
 - Not have opt-outed of the sharing, exchange, or sale of information about the individual by TWE during the 12 months prior to the date of enrollment.
3. Once an individual provides his/her corresponding personal profile information, consents to these Terms and Conditions as described above and the Program Privacy Policy <https://www.19crimes.com/en-us/privacy-policy>, he/she will be enrolled in the Program.
4. Limit 1 Account per individual.
5. An individual will receive 150 loyalty points for completing the registration

E. Collecting Points

1. Participants may collect Points only during the Program Term by submitting a photo of participating 19 Crimes® Wine products (“Qualifying Products”) through the Participant’s Account.
2. The file containing the eligible photo must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. A Participant may include multiple pictured Qualifying Products on a single photo, but a Qualifying Product photo may each only be used once. A Participant should keep all original photos submitted, as TWE may request Participant provide an original photo for verification. A Participant may not submit the same photo more than one (1) time.
3. Once a Participant submits an eligible photo through the Website, he/she will be subject to validation by TWE. Points will not be awarded until the validation process is complete. The corresponding number of Points will be awarded to the appropriate Participant’s Account within

4. business days after completion of the validation process; however, TWE reserves the right at its sole discretion to award Points later than 5 business days if additional time is needed for any reason.
5. Limit: A Participant may receive no more than one thousand eight hundred (1,800) Points for uploading Qualifying Product photos per calendar month. No more than twelve (12) Qualifying Product photos may be uploaded per calendar month and no more twenty-four (24) photo uploads attempts per calendar month.

Qualifying Purchase	Points
750 ml 19 Crimes Red Blend	100
750 ml 19 Crimes The Banished Dark Red	100
750 ml 19 Crimes Cabernet Sauvignon	100
750 ml 19 Crimes Shiraz	100
750 ml 19 Crimes Hard Chard	100
750 ml 19 Crimes Pinot Noir	100
750 ml 19 Crimes The Uprising Rum Aged Red Wine	100
750 ml 19 Crimes Sauvignon Block	100
750 ml s19 Crimes The Warden	150
750 ml 19 Crimes Life Sentence Red Blend	100
750 ml 19 Crimes Life Sentence Cabernet Sauvignon	100
750 ml 19 Crimes Cell Block Select Cabernet Sauvignon	100
750 ml 19 Crimes Cell Block Select Red Blend	100
750 ml 19 Crimes Cell Block Select Hard Chard	100
750 ml 19 Crimes Cell Block Select Pinot Noir	100
750 ml 19 Crimes Cell Block Select The Warden	150
750 ml 19 Crimes The Sentenced Cabernet Sauvignon	100

6. During the Program Term, TWE will share codes (each a “Code”). Codes may be e-mailed to Participants who have signed up to receive marketing e-mails from TWE, via social media (Facebook, Twitter, Instagram), via The Living Wine Labels app, or via regional influencers and brand ambassadors. Participants who receive a Code or see a Code posted, may visit the Website, and follow the links and instructions to enter the Code. Participants will earn ten (10) Points for each Code entered. Limit: Each Participant may earn thirty (30) Points per calendar month of the Program Term, for a total of two hundred seventy (270) Points during the Program Term.

7. Download App: A Participant may follow the instructions at the Website to download the Living Wine Labels app (app is free) on a compatible device and then use the app to login to the Program. A Participant will receive fifty (50) Points upon logging in to the Program with the app (if Participant has previously registered for the Program at the Website). If a Participant already has the app, he/she can still log-in to the Program from the app to earn Points. Limit: a Participant may download the app and use the app to register for the Program one (1) time during the Program Term.

8. Take A Poll: A Participant may follow the instructions at the Website to take a poll. Upon completion of answering a poll question, a Participant will receive ten (10) Points for each poll completed. Limit: Each poll may only be completed one (1) time and there will be a total of nine (9) polls during the Program Term.

9. Opt-In To Receive 19 Crimes® E-Mails: A Participant may follow the instructions at the Website to opt-in to receive marketing emails from TWE. A Participant will receive twenty (20) Points for opting in to receive marketing e-mails from TWE. Limit: Each Participant may opt-in one (1) time.

10. Opt-In To Receive Infamous Insider Rewards Program E-Mails: A participant may follow the instructions at the Website to opt-in to receive Infamous Insider Rewards Program e-mails from TWE. A participant will receive twenty (20) Points for opting in to receive marketing e-mails from TWE. Limit: Each Participant may opt-in to Program e-mails one (1) time. For any opt-in: participants who obtain Points via any opt-in method may unsubscribe from marketing e-mails at any time by clicking the “unsubscribe” link included in the bottom of the e-mail which they received from the TWE.

11. Watch a Video: A Participant may follow the instructions at the Website to watch a video. A Participant will receive twenty (20) Points for each video watched. Limit: Each Participant may watch one (1) video per calendar month during the Program Term and earn twenty (20) Points per calendar month during the Program Term.

12. Facebook or Twitter Share: A participant may follow the instructions at the Website to invite other people to participate in the Program by posting a link to his/her own Facebook wall or Twitter feed (“Invitation Post”). A participant will receive ten (10) Points when another person clicks on the link in a participant’s Invitation Post and registers for the Program. Limit: Ten (10) total entries via Facebook or Twitter (no more than five [5] via Facebook share and five [5] via Twitter share).

FACEBOOK/TWITTER SHARE GUIDELINES: A Facebook or Twitter share (if participant clicks the link to share on Facebook or Twitter, as described above) must meet the requirements below:

- Must be in English, except for commonly understood foreign words;
- Must adhere to Facebook’s Terms of Service (for Facebook shares), located at: <https://www.facebook.com/legal/terms>;
- Must adhere to Twitter’s Terms of Service (for Twitter shares), located at: <https://twitter.com/tos>;
- Must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- Must not disparage TWE;
- Must not prominently feature, mention, refer, or otherwise allude to the name, logo, or trademark of any entity, individual, product, or brand other than those of TWE and its brands;
- Must not include sensitive personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by TWE at TWE’s sole discretion);
- 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 (as determined by TWE at TWE’s sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where posted.

NOTE: If any Facebook or Twitter share fails to comply with any of these requirements or any other provisions of these Terms and Conditions, TWE reserves the right to disqualify the participant, at its sole discretion. This Program is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Twitter. By using Facebook and/or Twitter to participate in the Promotion, a participant agrees to release Facebook and/or Twitter from any and all liability associated with participant’s participation in the Program.

13. At various times during the Program Term and in its sole discretion, TWE may declare “Bonus Points” periods during which the number of Points earned from activities or other methods will increase (e.g., double, triple, etc.). TWE will indicate when there is an active Bonus Points period in effect on the Website and/or by certain communications as determined by TWE. Participants who earn Points during such Bonus Points periods will earn the corresponding increase in the number of Points as set forth on the Website and/or other communications, as applicable.

14. TWE determines, and may from time to time change, the Points value associated with any activities, in its sole discretion. Participants will earn the number of Points associated with a Point-eligible action as described in these Terms and Conditions in effect at the time of activity. All Points must be earned and awarded by no later than the end of the Program Term. Any Points earned after the end of the Program Term are void.

15. Participants who believe Points have not accrued properly to their Accounts under the Program may submit a Points Verification Request to TWE within 15 days of the date such Points were to be awarded. A Points Verification Request should be made in writing to [address] and include Participants full name, address, email address, telephone number, and a brief description of the discrepancy or item to be verified. Only Points Verification Requests that contain all of these required elements will be accepted and processed. TWE will respond to Points Verification Requests within 60 days of receipt of a complete Points Verification Request. All Points Verification Requests must be completed by Participant and received by TWE by no later than the end of the Program Term.

16. Points are subject to revocation if TWE, in its sole discretion, suspects that such Points have not been obtained in accordance with these Terms and Conditions and/or through legitimate transactions and/or activities. TWE reserves the right to decline any transaction, including the accrual of Points, it suspects, in its sole discretion, may involve an individual under age 21, or is otherwise fraudulent or in violation of applicable law. TWE may close Participant Accounts, and declare all Points accrued to such accounts void, in the event that TWE determines, in its sole discretion, that Participants associated with such accounts may have attempted or engaged in fraud or other activities in violation of this agreement or applicable law.

17. TWE determines the Points value associated with any Points-eligible item in its sole discretion and may change such values at any time. Participants will earn the number of Points associated with a Point-eligible activity. TWE reserves the right to change, add, or remove the methods by which Participants can collect Points.

18. Participants may not combine Points with or transfer Points to other Participant's Account. Participants may not sell or otherwise dispose of Points in any manner in an attempt to violate or subvert these Terms and Conditions.

19. Participants may collect Points in the manner set forth above during the Program Term, unless otherwise modified by TWE in its sole and absolute discretion.

20. Points have no cash value and are only redeemable: (a) for entries into sweepstakes or other promotions as listed below and during the Redemption Term; and (b) pursuant to these Terms and Conditions.

For the avoidance of doubt, Participants cannot collect Points by submitting point-of-sale receipts for purchases of 19 Crimes Wine products.

F. Redeeming Points

1. Participants may redeem their Points to enter other promotions and/or sweepstakes. Details and official rules for other promotions and sweepstakes, if any, will be posted on the Website.

The Website will list the corresponding Point value required to redeem entries into sweepstakes or other promotion.

G. Modifications and Termination of the Program

1. TWE reserves the right to modify any of the Terms and Conditions set forth herein -- including, but not limited to, the length of the Program Term or Redemption Term, methods by which Participants can collect Points, the number of Points associated with activities, the number of Points that may be redeemed through the Program, and any of the options made available to Participants with respect to their Accounts -- at any time, with or without notice, even though these changes may affect a Participant's ability to collect or use his/her Points.

2. TWE reserves the right to cancel or terminate the Program at any time, for any reason, with or without notice, even though cancellation or termination may affect a Participant's ability to collect or redeem his/her Points. In the event of termination, Participants will have 60 days from the Program termination date to redeem their Points. Participants will not be able to collect additional Points during this 60-day period. Thereafter, any Points remaining in a Participant's Account become void without compensation and will have no value of any kind.

3. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms and Conditions. Participants are responsible for remaining knowledgeable as to any changes that TWE may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available <https://19crimes.com/rewards> and will supersede all previous versions of these Terms and Conditions.

H. General Terms and Conditions

1. By enrolling in the Program and as an ongoing condition to Participant's good standing with the Program, Participant agrees to authorize: (a) TWE's collection, storage and use of Participant's personal information by the TWE, its affiliates, service providers, and third parties, including without limitation, information regarding such Participant's Account and use of the Program, for the purposes of administering the Program and distributing Points; and (b) the collection, storage, use, and sharing by TWE of the Participant's submitted personal and other information, in a manner consistent with our Privacy Policy <https://www.19crimes.com/en-us/privacy-policy>. The terms of the Privacy Policy are incorporated herein by reference. Participant understands and agrees that personal information submitted by Participant may be transferred to and/or stored on servers in the United States of America, and therefore may be

subject to U.S. law, and/or disclosure to or access by U.S. authorities in accordance with or as required by U.S. law or courts.

2.. TWE reserves the right, in its sole discretion and without notice or liability to impacted Participants, to restrict, suspend and/or discontinue the participation privileges of any Participant who TWE believes has engaged in any fraudulent activity or has used the Program in a manner inconsistent with these Terms and Conditions or any federal, state, provincial, municipal, territorial or local laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all accumulated Points. In addition to discontinuance of participation privileges, TWE shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

3. The Program is provided to individuals only. Corporations, associations or other groups may not participate in the Program. It is fraudulent for any individual or company, association, or group to direct, encourage, or allow individuals to use a single Account for the purpose of accumulating Points for combined use.

4. Points do not constitute property of a Participant. Points may be revoked at any time by TWE as set forth herein. Points may not be transferred or assigned, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law.

5. Participants are responsible for ensuring the accuracy of their Account and the information associated with their Account and is encouraged to check their Account regularly and update the information associated with their Account as soon as such updates are necessary. Participants are solely responsible for: (a) maintaining the confidentiality and security of their Accounts, including without limitation, the password associated with a Participant's Account; and (b) all activities that occur on or through an Participant's Account. Participants shall immediately notify TWE of any suspected fraudulent and/or unauthorized use of such Participant's Account. TWE will not be responsible for any losses arising from any fraudulent and/or unauthorized use of a Participant's Account.

6. TWE is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.

7. All questions or disputes regarding eligibility for the Program, collecting or redemption of Points, or a Participant's compliance with these Terms and Conditions will be resolved by TWE in its sole discretion.

8. Your account ("Account") gives you access to the Service. You may never use another User's Account without permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify us immediately of any breach of security or unauthorized use of your Account. We will not be liable for any losses

or damage caused by any unauthorized use of your Account. You may control your Account and how you interact with the Service by changing the settings in the Application. By providing us with your email address and telephone number you consent to the use of your email address or telephone to send Service-related notices or messages, including any notices required by law, in lieu of communication by postal mail. We and our service providers may use your email address or telephone number to send you other messages, such as changes to features of the Service and special offers.

I. Restrictions on Your Use of the Service

You agree to comply with all Applicable Law in connection with your use of the Service. You further agree not to collect or distribute content or data that violates the privacy, Intellectual Property Rights or other proprietary rights of any third party, or for any purposes that we reasonably determine to be harassing, obscene, unlawful, defamatory, threatening, coercive, fraudulent, abusive or otherwise objectionable. You are solely responsible for all User Information and all other content and information that you collect, upload, store, share, maintain or transmit through the Service. In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Use the Service for any purpose that is illegal, beyond the scope of its intended use, or otherwise prohibited in these Terms;
- Use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully utilizing the Service, or that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service;
- Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Service;
- Use or attempt to use another User's account without authorization;
- Attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Service that you are not authorized to access;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Create false identities or impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your Account or another User's User Information without our prior written consent; or
- Develop any third-party applications that interact with User Information or the Service without our prior written consent.

J. General Service Warranty Disclaimer

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WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, INCLUDING ANY PROFESSIONAL MONITORING OR ADDITIONAL SERVICES AS DEFINED HEREIN OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Waiver, Limitation of Liability, Indemnity

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YOU UNDERSTAND AND ACKNOWLEDGE THAT: (I) NO RELEASED PARTY IS AN INSURER OF PERSON, LIFE, LIMB, OR PROPERTY AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY, LIFE LOSS, AND PROPERTY LOSS OR DAMAGE WILL BE OBTAINED BY YOU IN SUCH AMOUNTS AND COVERING SUCH PERILS AS YOU MAY DETERMINE IN YOUR SOLE DISCRETION; (II) YOUR USE OF THE CONTENT AND THE SERVICE IS AT YOUR OWN RISK; (III) THE AMOUNT YOU PAY FOR THE SERVICE IS BASED ONLY ON THE VALUE OF THE SERVICE PROVIDED AND NOT ON THE VALUE OF ANY PROPERTY OR ITS CONTENTS; (IV) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE VALUE OF ANY PROPERTY THAT MIGHT BE LOST, STOLEN OR DESTROYED IF THE SERVICE FAILS TO OPERATE PROPERLY; (V) IT IS DIFFICULT TO DETERMINE IN ADVANCE HOW FAST EMERGENCY RESPONDERS WILL RESPOND AND RELEASED PARTIES BEAR NO RESPONSIBILITY FOR EMERGENCY RESPONSE; AND (VI) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE DAMAGES THAT WOULD BE PROXIMATELY CAUSED BY A FAILURE TO PERFORM, ANY NEGLIGENCE IN PERFORMANCE, OR A FAILURE OF THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY RELEASED PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING

WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, CONSORTIUM OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) LIFE LOSS, BOLDILY INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM EITHER (A) YOUR ACCESS TO OR USE OF THE SERVICE OR (B) THE ACTIONS OR ACTIONS NOT TAKEN BY THE RELEASED PARTIES OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, ANY ACCOUNT AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER INFORMATION OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF THE RELEASED PARTIES TO YOU, YOUR SUCCESSORS AND PERMITTED ASSIGNS FOR DAMAGES OR OTHER MONETARY RELIEF WILL BE LIMITED IN THE AGGREGATE TO AMOUNTS ACTUALLY PAID FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE.

THIS LIMITATION OF LIABILITY SECTION WILL BE THE SOLE AND EXCLUSIVE REMEDY AND APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, MALPRACTICE, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Indemnity

You agree to defend, indemnify and hold harmless the Released Parties, from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees and costs) arising from: (i) your use of and access to the Service, including any data, Alerts, Content or other Content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Information or any that is submitted via your Account; or (vi) any other party's access and use of the Service with your unique login, password or other appropriate security code.

Governing Law

You agree that: (i) the Service will be deemed solely based in the State of California, USA. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of Intellectual Property Rights, as set forth in the Arbitration provision below.

If you are a federal, state, or local government entity in the United States using the Service in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Washington (excluding choice of law).

Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF UNDER THESE TERMS.

Any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Terms and Conditions and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. Notwithstanding the provision in the preceding sentence with respect to applicable substantive law, any arbitration conducted pursuant to the Terms and Conditions of this Program shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The parties acknowledge that this Program evidences a transaction involving interstate commerce. In any arbitration arising out of or related to these Terms and Conditions, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

Prohibition of Class and Representative Actions and Non-Individualized Relief

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND TWE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

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