

Franzia Vineyards March Top Box Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS AND AN INSTAGRAM ACCOUNT ARE REQUIRED FOR ENTRY. SUBJECT TO ALL FEDERAL, STATE, MUNICIPAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. REFERENCES TO ANY THIRD-PARTY ENTITY OR TRADEMARK DO NOT CONSTITUTE OR IMPLY, AND SHOULD NOT BE CONSTRUED AS, AN ENDORSEMENT OF THIS SWEEPSTAKES OR FRANZIA VINEYARDS.

BY PARTICIPATING IN THE SWEEPSTAKES VIA THE METHOD DESCRIBED HEREIN, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO, AND COMPLY WITH, THESE OFFICIAL RULES. DO NOT PARTICIPATE IN THE SWEEPSTAKES WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

SPONSOR: The Franzia Vineyards March Top Box Sweepstakes (the "Sweepstakes") is sponsored by Franzia Vineyards, c/o The Wine Group 4596 Tesla Road, Livermore, CA (the "Sponsor").

ELIGIBILITY: Open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 21 years old at the time of entry. Employees, officers and directors of Sponsor, its parent company, affiliates, subsidiaries, and advertising and promotion agencies involved in this Sweepstakes, and their immediate family members (parent, child, spouse, sibling and their respective spouses or domestic partners, regardless of where they reside) and/or those living in the same household of each, whether or not related, are not eligible to enter or win the Sweepstakes. Void in Puerto Rico and where prohibited by law. All applicable federal, state and local laws apply. Winning prize is contingent upon fulfilling all requirements set forth herein.

START/END DATES: Sweepstakes entry period begins at 10:00:00 a.m. Eastern Daylight Time ("EDT") on Thursday, April 3, 2025, and ends at 11:59:00 p.m. EDT on Thursday, April 10, 2025 (the "Entry Period").

HOW TO ENTER: Entry does not require a payment or a purchase of any kind. To enter the Sweepstakes, an entrant must have an Instagram account. If you do not have an Instagram account you may create one for free by visiting www.Instagram.com. By submitting your information and creating an account, you agree to the terms of use and privacy policy of Instagram, as applicable. If you do not agree to such terms of use and privacy policy, you cannot create an account or participate in this Sweepstakes. If entrant is using his or her mobile device

to enter, charges, including message and data rates, may apply. Entrants should consult their wireless service provider regarding its pricing plans.

To enter the Sweepstakes, follow the official Franzia Vineyards Instagram page at www.instagram.com/franziawines/ and in response to the posts on the Franzia Vineyards Instagram Feed about the March Top Box Sweepstakes, publicly comment tagging one (1) friend and selecting one (1) of the two (2) Franzia wines featured in the post that meets the requirements set out below ("Submission Requirements").

In so doing, you will receive one (1) entry ("Entry") into the Sweepstakes. Limit of one Entry per Instagram account user regardless of the number of responses to the Franzia Vineyards March Top Box Sweepstakes posts during the Entry Period.

NOTE: Submission of response will only result in Entry if posted on the Franzia Vineyards page in response to the Sponsor's post; posting in any other area of Instagram (e.g., in a direct message) will not result in Entry.

SUBMISSION REQUIREMENTS: The Comment tagging three (3) friends must not contain any obscene or otherwise objectionable material (as determined by Sponsor in its sole discretion). The Comment must be consistent with the rules of the Sweepstakes and cannot disparage or adversely affect the goodwill and business reputation of the Sponsors and/or its associated services. The Comment must not contain any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation. The Comment must not contain any material that: (a) would give or threaten to give rise to criminal or civil liability; (b) encourages conduct that constitutes a criminal offense; (c) encourages or provides instructional information about illegal activities or (d) references any brand name products with the exception of products of the Sponsor. Entrant acknowledges that entrant will not receive any compensation of any kind for his/her Entry. Entries generated by script, macro or other automated means are void, as are Entries that are illegible, garbled, incomplete, or that contain errors. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. The Sponsor reserves the right in its sole and unfettered discretion to disqualify any Entry that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

Bulk, automated and/or third-party entries are prohibited and will be disqualified. Multiple participants are not permitted to share the same email address or Instagram account. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, Instagram accounts, registrations, email addresses, logins, or any other methods will void that participant's entries, and that participant may be disqualified at the Sponsors' discretion. In the event of a dispute as to any Entry, the authorized account holder of the email address associated with the pertinent Instagram account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsors or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at the Sponsors' sole and absolute discretion. All potential winners may be subject to verification before any prize is awarded. Normal Internet

access, phone, and usage charges imposed by the entrant's online or phone service may apply and are the sole responsibility of the entrant.

THE SPONSOR DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH COMMENTS POSTED BY PROSPECTIVE ENTRANTS, INCLUDING ANY LIABILITY FOR MODERATING, MONITORING OR REVIEWING POSTED COMMENTS. THE SPONSORS WILL NOT EDIT OR MODIFY ANY POSTED COMMENT IN CONJUNCTION WITH THE SWEEPSTAKES.

WINNER SELECTION: The winners will be selected by random drawing to be conducted by the Sponsor on or about Wednesday, April 16, 2025, from among all eligible Entries received during the Entry Period. Except for purposes of confirming that the content of Comment is in compliance with these Official Rules (in order for the Sponsor to determine eligibility), the nature/quality of the Comment will not be taken into account in the winner's selection process. Proof of transmission is not proof of receipt. The Sponsor's computer is the official time-keeping device for the Sweepstakes. All decisions of the Sponsor are final and binding with respect to all matters related to the Sweepstakes.

VERIFICATION OF POTENTIAL WINNERS: ALL POTENTIAL WINNERS MAY BE SUBJECT TO VERIFICATION BY THE SPONSORS, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

WINNER NOTIFICATION/ VALIDATION: The potential winners will be notified by an Instagram direct message by the Sponsor on or about 5:00:00 pm EDT on Thursday, April 17, 2025. IT IS THE ENTRANT'S SOLE RESPONSIBILITY TO CONFIGURE HIS/HER INSTAGRAM PRIVACY SETTINGS SO AS TO ACCEPT PRIVATE MESSAGES FROM THE SPONSOR. The potential winner must respond to Sponsor's notification Instagram message within forty-eight (48) hours and must confirm that he/she is at least 21 years old. Noncompliance with these Official Rules, or the return of any prize/prize notification may result in disqualification, and, at the Sponsor's discretion, an alternate potential winner may be selected. If a winner is later determined to be ineligible, he/she will be required to return the prize.

PRIZES AND ODDS: Two(2) randomly selected winners will each receive one (1) PRIZE consisting of a \$200 virtual gift certificate, redeemable on the official Franzia Vineyards merchandise website (shop.Franzia.com). The Approximate Retail Value (ARV) of each prize is US\$200.00

Odds of winning depend on the total number of eligible Entries received.

No transfer, substitution or cash redemption will be awarded, except the Sponsor reserve the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion, if any advertised item becomes unavailable. All prize details are at the sole discretion of the Sponsors. If a winner cannot accept the prize as stated, prize will be forfeited and at the Sponsors' discretion, an alternate winner may be selected. Each winner is solely responsible for any and all federal, state, and local taxes or any other expenses in connection with the acceptance, receipt and/or use of any prize awarded.

GENERAL RULES: The Sponsor's failure to enforce any term of these Official Rules shall

not constitute a waiver of that provision. Acceptance of prize constitutes permission for the Sponsor and its designees to use winners' names, cities, states, likenesses, voices, biographical information, Comments and other statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, except to the extent prohibited by law. By participating, entrant (i) agrees to release and hold Instagram, the Sponsor, its parent, affiliates, subsidiaries, and advertising and promotion agencies, and each of their respective directors, officers, employees (collectively, the "Released Parties"), harmless against any and all claims and liability arising in whole or in part, directly or indirectly, out of participation in the Sweepstakes or misuse, nonuse or use of prize; (ii) waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter; and (iii) agrees to be bound by these Official Rules. Released Parties are not responsible for incomplete, lost, late, damaged, inaccessible, corrupted, inaccurate, illegible, misdirected, garbled, delayed or undelivered Entries; or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate. (The preceding includes but is not limited to filtering by or other operation of the functionality of www.Instagram.com) The Sponsor reserve the right to cancel, suspend or modify the Sweepstakes, or to disqualify any implicated entrant(s), (and their Entries) if any fraud, virus, actions by entrants, technical or other error or problem, or any other occurrence corrupts or affects the administration, integrity, security, or proper conduct of the Sweepstakes, as determined by the Sponsor. In the event of cancellation, the Sponsor reserve the right to award the prize in a random drawing from among all eligible, non-suspect Entries received up to the time of the event or action warranting such cancellation or otherwise in a manner determined by the Sponsor in their sole discretion to be fair, appropriate and consistent with these Official Rules. In the event this Sweepstakes is cancelled prior to the stated end date, a notice will be posted on the Sponsor's Instagram page.

CAUTION: Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, the processing of Entries, the announcement of the prize or in any Sweepstakes-related materials; or for any liability for damage to any computer system or mobile device resulting from participating in, or accessing or downloading information in connection with this Sweepstakes.

OFFICIAL RULES AND WINNERS' NAMES: For a copy of the Official Rules, send a stamped, self-addressed envelope by Friday, April 11, 2025: Franzia Vineyards March Top Box Sweepstakes, c/o The Wine Group, 4596 Tesla Road, Livermore, CA 94550. The official list of winners (first name / last initial/ city) will available upon request after December 29, 2022. VT residents may exclude return postage when requesting Official Rules.

DISPUTES: To the fullest extent permitted by law, entrants agree that: (1) Any and all disputes, claims and causes of action brought by him/her/them arising out of or connected with this Sweepstakes or the prize awarded (collectively, "Dispute") shall be resolved individually, without resort to any form of class action; (2) Entrant shall attempt, in good faith,

to resolve any and all Disputes via amicable discussions between the Entrant and The Sponsors. If any Dispute cannot be resolved in such manner, before resorting to any other legal remedy, Entrant and the Sponsor shall enter into arbitration proceedings in San Francisco, California before one (1) Judicial Arbitration and Mediation Services, Inc. (“JAMS”) arbitrator agreed upon by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction; (3) Any and all claims, judgments, and awards to Entrant shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees or expenses or other costs related to litigation; (4) Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

NO WARRANTIES: The Sponsor makes no warranties regarding the prize furnished as part of this Sweepstakes. Without limiting the foregoing, everything regarding this Sweepstakes, including the web site and all prizes, are 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. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

PRIVACY: Any information submitted to the Sponsor, including all Entries, will be governed by the terms of Franzia Vineyard’s Terms of Use and Privacy Notice.

Provision of information online is governed by Franzia Vineyards’ Privacy Policy, accessible at <http://www.franzia.com/privacy-policy>. If you do not agree with the policies, do not participate in the Sweepstakes.

You are providing your information to the Sponsor and not to Instagram. All personal information collected by the Sponsor will be used for administration of the Sweepstakes. In addition, entrants may receive email correspondence from, or on behalf of the Sponsor, subject to the Sponsor’s privacy policy. Sponsor uses reasonable commercial 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. Please refer to the Franzia Vineyards privacy policy for important information regarding the collection, use and disclosure of personal information by Franzia Vineyards.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any entrant, the Sponsor, and/or any of the Released Parties shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the California. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within the State of California. The parties consent to the jurisdiction of the state and federal courts of California with respect to any action, dispute, or

other matter pertaining to or arising out of this Sweepstakes.

NO IMPLIED ENDORSEMENT: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, including Instagram, Inc. or the inclusion of a product or service as the prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.

INDEMNIFICATION: The Sponsor agrees to indemnify and hold Instagram and its employees harmless from and against any and all third-party claims, whether valid or invalid.

©2025 Franzia Vineyards, All rights reserved.