

**THE ST HUBERTS THE STAG “GEAR UP FOR SUMMER” SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES ARE INCLUDED IN ANY PRIZE.

OPEN ONLY TO ELIGIBLE LEGAL U.S. RESIDENTS OF THE FIFTY (50) UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

VOID IN UTAH, PUERTO RICO, ALL OTHER UNITED STATES TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Meta Platforms, Inc., Facebook or Instagram.

THE ST HUBERTS STAG GEAR UP FOR SUMMER SWEEPSTAKES (the “Sweepstakes”) is sponsored by Treasury Wine Estates Americas Company (“Sponsor”), 555 Gateway Drive, Napa, CA 94558 and is administered by US Sweepstakes & Fulfillment Company (“Sweepstakes Administrator”), 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

By participating in the Sweepstakes, each entrant (“Entrant”) unconditionally accepts and agrees to comply with, and abide by, these Official Rules (the “Official Rules”) and the decisions of the Sponsor and Sweepstakes Administrator which shall be final and binding in all respects.

- 1. SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 AM Pacific Time (“PT”) on Monday, May 1, 2023 and ends at 11:59:59 PM PT on Friday, June 30, 2023 (the “Sweepstakes Period”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.
- 2. ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States (excluding Utah) and the District of Columbia, who are age 21 or older at the time of entry. Void in Utah, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of the Sponsor, Sweepstakes Administrator, licensed alcohol wholesalers, manufacturers, distributors and retailers, their employees and immediate family members (spouses, parents, children, and siblings and their spouses) and their parent and affiliate companies, respective subsidiaries, affiliates, advertising and promotion agencies, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.
- 3. HOW TO ENTER:** There are two (2) ways to enter:
 - a. Facebook Ad Entry.** Individuals who find an advertisement for the Sweepstakes on Facebook or Instagram may click on the ad to expand and then complete the entry form in

its entirety to receive one (1) entry into the Sweepstakes (the "Facebook Ad Entry"). **There is a limit of one (1) Facebook Ad Entry per person.**

- b. **Online Entry.** Visit www.mtnbikingsweeps.com (the "Sweepstakes Website") and follow all entry instructions to complete the required fields within the entry form and submit to receive one (1) entry into the Sweepstakes (the "Online Entry"). **There is a limit of one (1) Online Entry per person per day.** Before submitting the entry form, participants will have the opportunity to earn additional entries (each, a "Bonus Entry") by answering one (1) or more of the three (3) bonus entry questions (each, a "Bonus Entry Question"). Entrants will earn one (1) Bonus Entry for each Bonus Entry Question answered and successfully submitted. **There is a limit of one (1) Bonus Entry per Bonus Entry Question per person. Maximum of three (3) Bonus Entries per person.**

Facebook Ad Entry, Online Entry, and Bonus Entry are collectively referred to herein as "Entry" or "Entries". Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins, and/or any other methods, including, but not limited to, Entries generated by script, macro or other automated devices will void that Entrant's Entries and that Entrant may be disqualified from the Sweepstakes. Multiple participants are not permitted to share the same email address. Incomplete entries will not be accepted and are void. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. All entries become the property of the Sponsor and will not be acknowledged or returned.

Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.sthuberts.com.au/privacy>. **All Entries must be received between Monday, May 1, 2023 at 12:00:01 AM PT and Friday, June 30, 2023 at 11:59:59 PM PT. All methods of entry have an equal chance of winning.**

4. PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prizes: There are five (5) Grand Prizes available to be won. Each Grand Prize winner will receive one (1) \$1,000 Pre-Paid Bank Card that can be used towards the purchase of a mountain bike. **The ARV of each Grand Prize is \$1,000.** Pre-paid Bank Cards are not redeemable for cash and will not be replaced if lost or stolen. Pre-Paid Bank Cards are subject to the issuing company's complete terms and conditions, including expiration dates.

First Prizes: There are ten (10) First Prizes available to be won. Each First Prize winner will receive a one (1) year Strava subscription. **The ARV of each First Prize is \$60.** Strava subscriptions are subject to the terms and conditions found at <https://www.strava.com>. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Strava.

The total ARV of all prizes available to be won: \$5,600. No Alcoholic Beverages are included in any prize. There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible Entries received.

Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Winners are responsible for all federal, state, local and income taxes associated with winning any Prize(s). Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

- 5. RANDOM DRAWING:** The winners will be selected in a random drawing on or about **Wednesday, July 5, 2023**, from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

- 6. WINNER NOTIFICATION & VERIFICATION:**

Grand Prize Winners: The potential Grand Prize winners will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected.

First Prize Winners: The potential First Prize winners will be notified by the Sweepstakes Administrator via email and/or phone and will be required to confirm the email address they would like to use for their Strava subscription within three (3) days of notification. Noncompliance will result in disqualification and an alternate winner may be selected.

Prizes will be awarded within six (6) to eight (8) weeks after all winners are verified. If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sponsor, Sweepstakes Administrator, Meta Platforms, Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, fulfillment and marketing agencies, website providers and each their respective officers, directors, shareholders, stockholders, employees, members, successors, representatives, designees, agents and assigns ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, electronic messages, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic, or Internet hardware or software malfunctions, failures, connections, or availability;

(iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing, typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrant or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; or (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes -related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, theft, delay, destruction, negligence or willful misconduct in connection with the Prize (or any component thereof); (d) any change in the Prize (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Sweepstakes and/or proceed with the Sweepstakes including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer, typographical, mechanical, or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, more winners stated on any Sweepstakes related materials, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prizes, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

8. **DISPUTES:** Any dispute, claim or controversy arising out of or relating to this promotion, shall be resolved by arbitration in San Francisco, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules ("JAMS rules"). The JAMS rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Entrants agree that the rights and obligations of any Entrant and/or promotion entities and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one year of the time the cause of action occurred, or the cause of action shall be forever barred.
9. **PRIVACY POLICY:** Any personally identifiable information collected during a Entrant's participation in the Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for the sole purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, in accordance with Sponsor's Privacy Policy as stated at: <https://www.tweglobal.com/privacy>.
10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes, and/or accepting a Prize, each Entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the

World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Sweepstakes Administrator reserve the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. If it is discovered that a Entrant has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that Entrant's entries will be declared null and void and that Entrant will not be awarded any Prize that he/she might have been otherwise entitled to receive. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the Entrant utilizing the same. Entrant and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address or social media handle, as applicable, submitted with such entry. "Authorized account holder" is defined as the natural person who is (1) assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or (2) assigned to an account by a social media platform. Each Entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
- 12. OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see www.mtnbikingsweeps.com or send a self-addressed, stamped envelope by July 5, 2023, to: **The St Huberts the Stag Gear Up for Summer Giveaway Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.

13. WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after July 5, 2023) send a stamped, self-addressed envelope (no later than August 5, 2023), to: **The St Huberts the Stag Gear Up for Summer Giveaway Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-654.

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