

“OFFICIAL RULES”

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

This Sweepstakes is sponsored by Duckhorn Wine Company (d/b/a The Duckhorn Portfolio), 1201 Dowdell Lane, Saint Helena, California (the "Sponsor").

- a. **ELIGIBILITY; ENTRY PERIOD.** The “Academy of Country Music Sweepstakes” (“Sweepstakes”) is open only to legal residents of TX (except where prohibited or restricted by law) who are 21 years of age or older at the time of entry. The entry period for the Sweepstakes begins at 12:01AM Pacific Standard Time (“PST”) on February 1, 2025 and continues through 11:59PM PST on March 31, 2025 (“Entry Period”). Electronic entries must be received by 11:59PM PST on March 31, 2025.

The following individuals are not eligible to enter or win the Sweepstakes: (a) employees, contractors, directors and officers of (i) Sponsor or any of Sponsor’s parent, affiliate and subsidiary entities, or (ii) any web-design, advertising, promotional or fulfillment services provider or other company involved in the administration, development and execution of this Sweepstakes, (b) any person acting as a neutral third party, judge or officiant of or related to the Sweepstakes, and members of the immediate family or household of any such persons, (c) employees of licensed alcoholic beverage manufacturers, distributors and retailers of alcoholic beverages, as well as state or local alcohol beverage agencies and their employees (“Industry Affiliates”), as well as immediate family members and household members of Industry Affiliates, or (d) any individual (including but not limited to employees, consultants, independent contractors, and interns) who, within the past six (6) months, performed services relating to the Sweepstakes for Sponsor, Administrator (defined below) or any organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, and/or their respective parent, affiliates, subsidiaries, and successor companies, and immediate family and household members of such individuals. “Immediate family members” shall mean parents, spouses, children and siblings, and each of their respective spouses or “step” of each, regardless of where they reside. “Household members” shall mean people who share the same residence at least three months a year whether or not related.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with the social media platforms where content relating to the Sweepstakes may be posted or shared (e.g., Facebook, Instagram, X, etc.) (collectively “Social Media Platforms”).

- b. **HOW TO ENTER.** There is a limit of one (1) entry per person, regardless of method of entry. If you try to enter more than one (1) time using different email addresses or phone numbers, only the first entry will be accepted. Entrants must be the

authorized account holder of the email account submitted in connection with the entry. "Authorized account holder" means the person who is assigned an email address by an internet provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. To enter, complete and submit during the Entry Period the online entry form found at www.DuckhornSweepstakes.com (the "Website"). The entrant must complete all fields in the online entry form, check the box confirming the entrant's agreement to these Official Rules, and confirm that the entrant is 21 years of age or older. If you do not have a computer or other device to access the Internet, many public libraries offer free access to computers and the Internet. In addition, entrants may access the Website by using a mobile phone with text messaging and web browsing capabilities to text "ACM" to 254-414-3825. The entrant will receive a reply text message with a link to the Website. Entrants who access the Website by sending a text message may incur a standard text message and/or data charge from their wireless service provider for each message sent and received. Check with your wireless service provider for details on these and other applicable charges. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate. An entrant who uses the text message entry method must be the authorized account holder of the wireless service account from which the text message is sent. All entries become the property of Sponsor and will not be acknowledged or returned. Each entry obtained in accordance with these Official Rules is referred to herein as an "Entry."

- c. **MINIMUM AGE.** The Sweepstakes and all content relating to the Sweepstakes is intended only for those who are of legal drinking age or older. Each entrant agrees to not share Sweepstakes-related content with those who do not meet legal drinking age requirements.
- d. **GRANT OF RIGHTS.** By submitting an Entry, each entrant irrevocably grants to Sponsor and its parent companies, subsidiaries and affiliates, their respective agents, and the successors and assigns and licensees of each of the foregoing, the right to use the entrant's name, likeness, voice, biographical information and/or statements attributed to the entrant ("Personality Rights"), in perpetuity, throughout the world, in all media and formats whether now or later known or developed, including without limitation via Sponsor's and third-party websites and social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without further notice or compensation, unless prohibited by law. Each entrant expressly waives any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the use of the entrant's Personality Rights as permitted pursuant to these Official Rules.
- e. **USE OF PERSONAL INFORMATION.** By participating in the Sweepstakes, each entrant agrees that information submitted to or obtained by Sponsor in connection with the Sweepstakes will be subject to Sponsor's Privacy Policy available on the Website (the "Privacy Policy") and may be used as permitted pursuant to the

Privacy Policy and as determined by Sponsor in connection with the administration of the Sweepstakes (including notification of winners and provision of lists of winners when requested). At the time of entry, entrants may be given the opportunity to opt-in to receive further communications from Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning.

- f. **GENERAL CONDITIONS.** By participating in this Sweepstakes, each entrant accepts and agrees to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Sweepstakes at any time in its discretion, including without limitation if a virus, bug, technical problem, fraud or misconduct, error of any kind or other cause beyond the control of Sponsor corrupts the administration, integrity, security or proper operation of the Sweepstakes or if for any other reason Sponsor is not able to conduct the Sweepstakes as planned (including without limitation in the event the Sweepstakes is interfered with by any tampering, unauthorized intervention, fire, flood, pandemic, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, law, order or regulation or court order). In the event of termination of the Sweepstakes, a notice will be posted on the Website and a random drawing will be conducted to award the prize from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website or the Sweepstakes by cheating, hacking, deception, fraud, impersonation or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW.** The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any Entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. An entrant may be required to provide proof (in a form acceptable to Sponsor, including, without limitation, government-issued photo identification) that he or she is the authorized account holder of the email address associated with

the Entry in question. The Sweepstakes is subject to all applicable laws and regulations. These Official Rules shall not be reprinted or republished in any way without the prior written consent of Sponsor.

- g. PRIZES.** There will be a total of one (1) grand prize offered in the Sweepstakes, allocated as follows: one (1) winner will be chosen from among the entrants residing in the state of Texas. The verified grand prize winner will receive an Academy of Country Music Awards VIP Experience which consists of: Two (2) tickets to the 60th Academy of Country Music Awards Show at Ford Center in Frisco, TX (Upper Bowl), two (2) passes to the ACM VIP pre-show reception, and the Official ACM VIP After Party on Thursday, May 8th, and two (2) passes to watch an exclusive artist rehearsal the day prior to the ACM Awards Show, on Wednesday, May 7th. The Approximate Retail Value (“ARV”) of the grand prize is \$2,800. The exact value will depend on where the winner resides and market conditions at the time of prize fulfillment. The aggregate ARV of all prizes is \$2,800 USD. The Academy of Country Music Awards VIP Experience does not include any alcoholic beverages. All prize details that are not expressly specified in these Official Rules will be determined by Sponsor in its discretion. Restrictions may apply. No substitution, cash redemption or transfer of the right to receive a prize is permitted, except in the discretion of Sponsor, which has the right to substitute a prize or any component of a prize with a prize or prize component of equal or greater monetary value selected by Sponsor in its discretion. All taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law. Each prize consists only of the item(s) expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prize are the responsibility of the winner. The prize is awarded “as is” and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. Each prize will be awarded if properly claimed.
- h. WINNER SELECTION, NOTIFICATION AND VERIFICATION.** Each potential winner will be chosen in a random drawing from all eligible Entries received during the Entry Period from among residents of the applicable state. The drawings will take place on April 1, 2025. Potential winners will be drawn by judges or an independent judging organization determined by Sponsor. Each potential winner will be notified by telephone or email. Each potential winner must respond to Sponsor’s initial notification attempt within three (3) business days. Each potential winner is subject to verification of eligibility and may, in Sponsor’s discretion, be required to complete, sign and return to Sponsor an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winner’s eligibility and confirmation of the releases and grant of rights set forth in these Official Rules (“Winner Verification Documents”), within three (3) business days of Sponsor’s initial notification attempt. The Winner Verification Documents may also require each potential winner to complete and return an IRS Form W-9 within three days of Sponsor’s initial notification attempt. If the

potential winner cannot be reached or does not respond within three (3) business days of Sponsor's initial notification attempt or fails to complete, sign, and return any required Winner Verification Documents or IRS Form W-9 within three business days of Sponsor's initial notification attempt, or if the potential winner otherwise does not comply with these Official Rules and/or does not accept the prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant). In the event of a dispute concerning the identity of an entrant, the Entry will be deemed submitted by the natural person who is the authorized holder of the email account submitted at the time of entry. Sponsor is not responsible for notifications that are misdirected or not received because of email addresses that are no longer correct, or for any other reason beyond the control of Sponsor. Return of any prize notification as "undeliverable" will result in disqualification.

- i. **LIMITATIONS OF LIABILITY AND RELEASE. RELEASE OF CLAIMS.** By entering the Sweepstakes, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Sponsor and its parent companies, subsidiaries and affiliates, their respective agents, representatives and the successors and assigns and licensees of each of the foregoing, all other companies involved in the development or operation of the Sweepstakes, all other companies involved in the provision of the prize or any component of the prize, the Social Media Platforms and the directors, officers, employees, agents and contractors of each of the foregoing (collectively, the "Sweepstakes Parties") from and against any and all liability of any kind and from any and all claims and causes of action of any kind that the entrant ever had, now has or might in the future have, arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the use of the Website, the provision, acceptance or use of any prize or any component of any prize or any use of the entrant's Personality Rights as permitted pursuant to these Official Rules, including without limitation any and all liability claims and causes of action (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, misappropriation, defamation, or violation of any other personal or proprietary right, or (c) based upon any allegation of infringement of copyright, trademark, trade dress, patent, trade secrets, moral rights or any intellectual property right. Each entrant agrees not to assert any such claim or cause of action against any of the Sweepstakes Parties. Each entrant assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of the Website or the provision, acceptance or use of any prize or any component of any prize. Without limiting the foregoing, everything regarding the Sweepstakes, including the Website and each prize, is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed by the Sweepstakes Parties.

The Sweepstakes Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. The Sweepstakes Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage and/or processing of entries or the administration of the Sweepstakes. The Sweepstakes Parties are not responsible for, and will not have any liability in connection with any Act of God, war, terrorism, accident, fire, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority, or other cause not reasonably within their control that may delay or prevent Sponsor from fulfilling its obligations pursuant to these Official Rules.

- j. **ADDITIONAL ACM RELEASE.** By entering the Sweepstakes, each entrant agrees that Academy of Country Music assumes no responsibility or liability for the Sweepstakes, including without limitation, (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of the Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the sweepstakes. Additionally, each entrant, as a condition of participating in the Sweepstakes, agrees to release, discharge, indemnify and hold harmless Academy of Country Music and each of its directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including

travel to/from any sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any sweepstakes activity and/or prize.

k. **CHOICE OF LAW; DISPUTES.** By entering the Sweepstakes, each entrant agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or the provision, acceptance and/or use of any prize or prize component will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to entrants who live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to the lesser of actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes or two hundred fifty dollars (\$250), but in no event attorneys' fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and (d) each entrant's sole and exclusive remedy with respect to any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes will be an action at law for the recovery of monetary damages only, and in no event will the entrant have the right to enjoin or otherwise interfere with the exercise by the Sponsor and its parent companies, subsidiaries and affiliates, their respective agents, representatives, and the successors and assigns and licensees of each of the foregoing of any of the rights granted in these Official Rules or terminate or rescind any of the rights granted in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the respective rights and obligations of the entrants and Sponsor in connection with the Sweepstakes 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 that would cause the application of the laws of any jurisdiction other than the State of California. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal courts for the Northern District of California or the state courts located in Napa County in the State of California, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to any of the foregoing. In the event of any conflict between these Official Rules and any Sweepstakes information provided elsewhere (including but not limited in advertising or marketing materials or communications), these Official Rules shall prevail.

l. **RULES REQUESTS/NAMES OF WINNERS.** For a copy of these Official Rules, send a

self-addressed, stamped envelope to Academy of Country Music Sweepstakes-Official Rules, P.O. Box 280267, Nashville, TN 37228. Requests received after April 14, 2025 will not be honored. For a list of the winners, available after April 30, 2025, send a self-addressed, stamped envelope to Academy of Country Music Sweepstakes-Winners List, P.O. Box 280267, Nashville, TN 37228. Requests received after May 30th, 2025 will not be honored.

- m. ADMINISTRATOR. Sweepstakes administrator is Southern Made Services, LLC, 844 Hillwood Blvd Nashville, TN 37209 (“Administrator”).