



## OFFICIAL SWEEPSTAKES RULES

### Enter for a Chance to Win Butter Wines by JaM Cellars and Groceries FOR. A. YEAR!

By submitting an entry to the Sweepstakes (the “Sweepstakes”), you accept all applicable terms and conditions and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor’s discretion, result in disqualification. All decisions of the judges regarding this Sweepstakes are final and binding in all respects. You confirm that you are at least 21 years old. By entering the Sweepstakes, you agree to sign up to receive newsletters and special offers from JaM Cellars. See [Privacy Policy](#).

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A purchase will not improve chances of winning.

The sweepstakes is being sponsored by JaM Cellars 1460 First St., Napa, CA 94559 (the “Sponsor”), and is accessible online by visiting [JaMCellars.com](#), [DrinkButter.com](#), [Facebook.com/JaMCellars](#) and [Instagram.com/JaMCellars](#). Manual entries are accepted by writing attention of the Marketing Department at PO Box 120, Napa, CA 94559. Questions? Email [info@jamcellars.com](mailto:info@jamcellars.com).

VOID WHERE PROHIBITED OR RESTRICTED. OPEN ONLY TO LEGAL RESIDENTS WHO ARE AT LEAST 21 YEARS OLD AS OF THE DATE OF ENTRY.

Entries will be accepted beginning November 13, 2023 8:00am PT, and will not be accepted after December 24, 2023 at 11:59pm PT (the "Sweepstakes Period").

1. **ELIGIBILITY.** This Sweepstakes is only open to legal residents of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and is void in Florida, New York and Rhode Island. Who are at least 21 years old as of the date of entry, except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Sweepstakes, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Sweepstakes is void where prohibited by law or restricted by law, including Puerto Rico and all U.S territories and possessions. Sweepstakes prizes shall not be awarded to alcoholic beverage licensees in any state, or to state or local alcohol beverage regulators, or to any officer, employee, or immediate family members or persons residing in the same household as such individuals. By participating,

you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects.

2. **HOW TO ENTER.** Visit: JaMCellars.com, DrinkButter.com or dedicated social media posts made during the Sweepstakes Period on [Facebook.com/JaMCellars](https://www.facebook.com/JaMCellars) and [Instagram.com/JaMCellars](https://www.instagram.com/JaMCellars) and follow the instructions to enter with an email, first name and last name, date of birth, and/or any other request information from sponsor. Alternatively, you may send a letter to enter: JaM Cellars, Attn: Marketing Department #ButterGift Sweepstakes, PO Box 120, Napa, CA 94559 with this information referencing the Sweepstakes. All entrant information, including e-mail addresses, is subject to the [Privacy Policy](#) of Sponsor. Submitting more than one entry will subject you to disqualification from the Sweepstakes.

**Bonus Entries:**

- i. Facebook Share: After you enter the Sweepstakes, you will be invited to share the Sweepstakes on your Facebook wall. The wall post will contain a unique link to the Sweepstakes. To obtain bonus entries, an Entrant's Facebook friend must click on the unique link in the wall post and complete and submit the registration information requested to enter the Sweepstakes. Upon the Friend's successful entry into the Sweepstakes, the original Entrant will receive fifty (50) bonus entries. There is no limit to the number of Bonus Entries an Entrant may receive.
- ii. Instagram Follow: Each entrant may click on the Instagram Follow button to "FOLLOW" @JaMCellars on Instagram and each will receive twenty-five (25) bonus entries. Limit: You may take this action one (1) time during the Sweepstakes Period. Multiple entrants are not permitted to use the same email address.
- iii. Follow @JaMCellars on Facebook: Click on the Social Media button to "Follow" JaM Cellars on Facebook ("following" us on Facebook will not gain a bonus entry).
- iv. Subscribe to @JaMCellars on YouTube: Each entrant may click on the Youtube Subscribe button to "SUBSCRIBE" to @JaMCellars on Youtube and each will receive twenty-five (25) bonus entries. Limit: You may take this action one (1) time during the Sweepstakes Period. Multiple entrants are not permitted to use the same email address.
- v. Follow @JaMCellars on TikTok: Each entrant may click on the TikTok Follow button to "FOLLOW" @JaMCellars on TikTok and each will receive twenty-five (25) bonus entries. Limit: You may take this action one (1) time during the Sweepstakes Period. Multiple entrants are not permitted to use the same email address.
- vi. Sign up for "The Scoop" by JaM Cellars: After you register for the sweepstakes you may click to sign up for "The Scoop". By completing this task, you will earn twenty-five (25) bonus entries. Limit: Each entrant can earn twenty-five (25) bonus entries for completing this step during the Sweepstakes Period.
- vii. Listen to Summer Festival JaMs Holiday Edition on iHeartRadio: After you register for the Sweepstakes you may click the "Listen on iHeartRadio" button. By completing this task, you will earn twenty-five (25) bonus entries. Limit: Each entrant can earn

twenty-five (25) bonus entries for completing this step during the Sweepstakes Period.

- viii. Find Butter wines at a store near you! After you register for the sweepstakes you may click the "Find Butter wines at a store near you!" button. By completing this task, you will earn twenty-five (25) bonus entries. Limit: Each entrant can earn twenty-five (25) bonus entries for completing this step during the Sweepstakes Period.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram or TikTok.

3. WINNER SELECTION AND NOTIFICATION. Winner will be notified on or around December 26, 2023, via e-mail. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within twenty-four (24) hours of notification, the prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s) fails to respond as stated above, declines the prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate Winner(s) from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Sweepstakes.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s).

4. PRIZE DESCRIPTION AND REDEMPTION CONDITIONS. There will be one (1) winner drawn and selected at random to receive the prize package with an Approximate Retail Value ("ARV") of \$7,950 .

- Groceries for a year will be awarded in the form of a Digital Promotional Gift Card that will total \$5,000. Approximate Retail Value ("ARV") \$5,000;
- Digital Instacart Gift Card that will total \$2,450. Approximate Retail Value ("ARV") \$2,450;
- Butter Branded Yeti Cooler and other Butter branded swag (govinos, sunglasses, socks, and ButterCan coozies). Approximate Retail Value ("ARV") \$500.

Alcohol beverages are not part of the prize.

All prizes are provided by: JaM Cellars.

Odds of Winning: The odds of winning the prize depend on the number of eligible entries received.

**NAMES, LOGOS AND OTHER MATERIALS ARE USED FOR PURPOSES OF SWEEPSTAKES AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.**

Sponsor is not responsible for any expenses outside of what is listed and shipping to one address. Sponsor is not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

No more than the advertised number of prizes shall be awarded. Contents of prize package are subject to change. Prize will be sent to the mailing address provided by the winner by certified mail. P.O. Boxes are not accepted. No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. Prize must be fulfilled within one calendar year of close of sweepstakes. Additional restrictions may apply.

FOR PROMOTIONAL CARDS: Promotional cards shall include and herein be referenced as “promotional card(s)” collectively to any prefunded bank card, a gift card, an electronic gift card, stored-value card or certificate, merchant card, voucher for services or goods, a gift certificate or similar instrument and other redeemable instruments with value credit or the like that may be awarded are subject to terms, conditions and restrictions as set by issuer. Promotional cards are subject to the terms of use, applicable conditions and restrictions, including any expiration dates, promulgated by issuer of card. Promotional cards are not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the promotional card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the promotional card. The promotional card cannot be redeemed for the purchase of other promotional cards. Except as required by law, the promotional card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any promotional card is lost, stolen, destroyed or used without permission. If the promotional card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value.

5. TAXES. All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form will be issued to any prize winner over \$600.

6. NO PRIZE TRANSFER OR SUBSTITUTION. No prize or any portion thereof is transferable or redeemable for cash, will not be replaced if lost or stolen, and cannot be applied to existing credit balances. Any portion of the prize that is not used is forfeited. No

substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

7. CONSENT AND RELEASE. By entering the Sweepstakes, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development, or administration or promotion of this Sweepstakes, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Sweepstakes, including, without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including, without limitation, personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Sweepstakes constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information (including any email address provided by entrant) for editorial, advertising, marketing, publicity. (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Sweepstakes and the use, misuse, or possession of any prize; (iii) any potential winner shall be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release, including a release of any claims for personal injury or otherwise relating in any way to the receipt of the services or the usage of the products awarded through this Sweepstakes; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within 24 hours from the date that Sponsor first try to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any of the Sponsor Entities, as determined by Sponsor in its discretion, the potential winner may be disqualified, and the prize may be awarded to an alternate winner.

8. DISCLAIMERS. (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or other wise attempting to undermine the legitimate operation of the Sweepstakes. Moreover, use of bots or other automated processes to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including by reason of infection by computer virus, bugs,

tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Sweepstakes, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Sweepstakes based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Sweepstakes is cancelled or terminated, pursuant to sub paragraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS SWEEPSTAKES OR THE MERCHANT ABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITH OUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

9. APPLICABLE LAWS AND JURISDICTION. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of California, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in San Francisco, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

10. WINNER LIST. For a list containing the name of the winner(s), send a self-addressed stamped envelope specifying the month you would like the winner list for within six (6) months of the month's Drawing Date, to: Winner List #ButterGift, JaM Cellars PO Box 120, Napa, CA 94559

11. SOCIAL MEDIA DISCLOSURE AND PRIVACY POLICY: This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with any social media platform used to administer the Sweepstakes and Sponsor and entrants hereby release such platforms from any and all liability, loss or damage resulting from administration of, communication of or participation in the Sweepstakes. You are providing your information to Sponsor and not to

these social media platforms. All personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Sweepstakes entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to Sponsor's privacy policy located at <https://www.jamcellars.com/Legal/Privacy-Policy> use and disclosure of personal information by Sponsor.