



OFFICIAL SWEEPSTAKES RULES
“#25DaysofJaM” JaM Cellars Holiday Sweepstakes

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES ARE AWARDED AS PART OF ANY PRIZE.

ONLY OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OLD AS OF THE DATE OF ENTRY. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW, INCLUDING PUERTO RICO AND ALL U.S. TERRITORIES AND POSSESSIONS.

BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

SWEEPSTAKES PERIOD: The “#25DaysofJaM” JaM Cellars Holiday Sweepstakes (the “Sweepstakes”) begins at 12:01 AM US Pacific Time (“PT”) on December 1, 2021 and ends at 11:59 PM PT on December 31, 2021 (the “Promotion Period”). The sweepstakes consists of seventeen (17) drawing periods (each, an “Entry Period”) as specified below. Each Entry Period is understood to begin at 12:00 a.m. PT on the day of the applicable Entry Period and end at 11:59 p.m. PT on the day of the applicable Entry Period, except for the first day of the promotion which begins at 12:01 AM PT. Odds of winning a Prize during any applicable Entry Period depend on the number of eligible Sweepstakes Entries received for each Entry Period. The computer clock of the Administrator is the official time-keeping device in the Sweepstakes. By participating, participants (“Participants”) agree to be bound by these Official Rules and the decisions of JaM Cellars (the “Sponsor”), which are binding and final on matters relating to this Sweepstakes.

Entry Period	Start Date	End Date
1	12/1/21	12/1/21
2	12/2/21	12/2/21
3	12/3/21	12/3/21
4	12/4/21	12/4/21
5	12/7/21	12/7/21
6	12/8/21	12/8/21
7	12/9/21	12/9/21

8	12/10/21	12/10/21
9	12/11/21	12/11/21
10	12/13/21	12/13/21
11	12/14/21	12/14/21
12	12/15/21	12/15/21
13	12/16/21	12/16/21
14	12/19/21	12/19/21
15	12/21/21	12/21/21
16	12/22/21	12/22/21
17	12/25/21	12/31/21

ELIGIBILITY: Sweepstakes is open only to legal residents of the 50 United States and District of Columbia who are at least twenty-one (21) years of age or the age of majority in their state of primary residence (whichever is older) at time of Sweepstakes Entry. Employees, officers and representatives of the Sponsor, and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agency involved in the administration, development, fulfillment and execution of this sweepstakes, and their immediate family members, as defined below, of each, and those persons living in the same households, whether or not related, are not eligible to participate in the Sweepstakes. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. This Promotion is void outside the 50 United States and the District of Columbia, and where prohibited

Licensed distributors or retailers of alcoholic beverages, state or local alcohol beverage agencies and their respective employees, are not eligible to participate in the Sweepstakes as such terms are defined in the California ABC Act (including Sections .25600.1 and 25600.2). Winning a Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state and local laws and regulations apply. Void where prohibited or restricted. All Sweepstakes Entries are the property of the Sponsor.

By entering this Promotion, entrants accept 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 Sponsor regarding this Promotion are final and binding in all respects.

3. HOW TO ENTER. Visit: JaMCellars.com ("The Website") during the Promotion Period and follow the instructions for entry for each Entry Period. Each Entry period will provide a requested method of entry which will entail either completion of a form, making a Comment on a Sponsor Instagram Post or making a Comment on a Sponsor Facebook Post. All entries become the property of the Sponsor and will not be acknowledged or returned. Limit: One entry per person per Entry Period during the Promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

To enter via Instagram or Facebook a participant must have an Instagram account or Facebook account. Participant may obtain either account for free by visiting <http://www.instagram.com> and/or <http://www.facebook.com> and following the instructions on how to create a profile and/or by downloading the Instagram/Facebook application to a mobile device and following the prompts to create a profile. Participant must agree to comply with the Instagram/Facebook Terms of Use in order to create an Instagram or Facebook account. If Participant’s Instagram/Facebook profile is set to “Private” setting, corresponding entries may be disqualified and ineligible for consideration in the Sweepstakes. If Participant chooses to submit via Instagram/Facebook on a web-enabled mobile device, data rates may apply. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram where content may be posted or shared.

4. **WINNER SELECTION AND NOTIFICATION.** For each Entry Period Winner selection will be conducted by random drawing from all eligible entries. Drawings will take place the following day after a completed Entry Period during the “promotional period” on or around 12pm PST (the “Drawing Date”). Drawings will take place the next business day (Monday) for daily promotions during the weekend (Saturday and Sunday) and Holidays including Christmas Dec. 23-27, 2021 and New Year’s Dec. 31, 2021 – Jan. 3, 2021. Any potential winner will be notified through the same channel as the Entry Period method. If entry method is by form completion, potential winners shall be contacted via email. If entry method is via Facebook, potential winners shall be notified via a reply to participant comment. If entry method is via Instagram, potential winners shall be notified via Direct Message. If a potential winner: (i) cannot be contacted; (ii) does not respond within 24 hours from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including, without limitation, the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor’s discretion, successful completion of a background check, such individual will be declared the “winner” of the Promotion.

5. **PRIZE DESCRIPTION AND REDEMPTION CONDITIONS.** There are a total of 110 prizes (“Prizes”) available during the sweepstakes. Potential Winner(s) will be selected the day following a complete Entry Period. Prizes and number of winners vary per Entry Period as outlined below.

Entry Period	Prize	Number of Winners	Entry Method	Prize ARV
	#JaMFan Merch Prize			
1	Pack	1	Entry Form	\$ 35
2	Stich Fix	1	Entry Form	\$ 25
	Sunglasses Butter and		Social	
3	JaM	3	Comment	\$ 2

4	Custom Cookies - Sugar Cookies	4	Social Comment	\$ 40
5	Butter Socks	7	Social Comment	\$ 10
6	Butter Crazy Straws	8	Social Comment	\$ 10
7	Butter Bot	1	Entry Form	\$ 300
8	This Might Be Wine mugs	10	Social Comment	\$ 8
9	Pair of GoVinos 1 Butter and 1 JaM	11	Social Comment	\$ 2
10	Lyft Giftcards	13	Entry Form	\$ 25
11	Toast Govinos	14	Social Comment	\$ 2
12	Orly nail polish	14	Social Comment	\$ 6
13	Dry Bar Yellow Hair Kit	1	Entry Form	\$ 199
14	ButterCanCoozies	19	Social Comment	\$ 3
15	Butter Yeti	1	Entry Form	\$ 200
16	Butter Apple Watch	1	Entry Form	\$ 200
17	Pair 3Day GA BottleRock Tickets	1	Entry Form	\$ 800

Approximate Retail Value (“ARV”) of all prizes in this sweepstakes is \$2,790. Contents of prize package are subject to change. There is no cash value for the prize. 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.

6. TAXES. All federal, state and/or local income and other taxes, if any, are the winner’s sole responsibility.

7. ODDS OF WINNING. The odds of winning depend on the number of eligible entries received per each Entry Period.

8. 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.

9. CONSENT AND RELEASE. By entering the Promotion, 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 Promotion, 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 Promotion, 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 Promotion 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, and administrative purposes by the Sponsor and the participating partners (BottleRock); (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 Promotion 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 Promotion; 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.

10. 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 otherwise attempting to undermine the legitimate operation of the Promotion. 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 Promotion 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 Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion 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 Promotion 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 PROMOTION 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 PROMOTION 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.

11. APPLICABLE LAWS AND JURISDICTION. This Promotion 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 Promotion 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 Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. 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, JaM Cellars 1300 First St. Suite 468, Napa, CA 94559

13. SPONSORSHIP. This Promotion is sponsored by JaM Cellars 1300 First St. Suite 468. Napa, CA 94559 (the "Sponsor").