

emBRAZEN TAKE UP THE TORCH CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S OR NOMINEE’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.

The emBRAZEN Take up the Torch Contest (“Contest”) is sponsored by Treasury Wine Estates Americas Company (“Sponsor”), 555 Gateway Drive, Napa, CA 94558 and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **CONTEST TIMING:** The Contest includes a submission phase (“Submission Phase”), a judging phase (“Judging Phase”), and a voting phase (“Voting Phase”), as outlined in the following table:

| Phase | Start Date (all times Eastern Time [“ET”]) | End Date (at 11:59:59 PM ET) |
|------------------|---|-------------------------------------|
| Submission Phase | August 24, 2018 at 12:00 PM | December 2, 2018 |
| Judging Phase | December 10, 2018 at 12:00 AM | January 10, 2019 |
| Voting Phase | January 11, 2019 at 12:00 AM | February 28, 2019 |

The Administrator’s computer is the Contest’s official clock.

2. **ELIGIBILITY:** The Contest is open only to legal residents of the fifty (50) United States (excluding Utah) and the District of Columbia who are at least twenty-one (21) years old at the time of participation. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Contest Entities”) and each of their immediate family members (e.g., spouse, parent, sibling, child, and their respective spouses and the “steps” of each, all lineal descendants, including those by adoption, regardless of where they reside) and persons living in the same household of each, whether or not related, state alcoholic beverage manufacturers, distributors, and retailers and employees of state or local alcohol beverage agencies are not eligible to participate or win. Void in Utah, Puerto Rico, all other United States territories and possessions, and where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes participant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions and interpretations, which are final and binding in all matters related to the Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein. If a participant participates via a mobile device, message and data rates may apply. Not all cellular telephone providers carry the service necessary to participate in this Contest through a mobile device. Please check your mobile device’s capabilities for specific web enabled browsing instructions and pricing plans. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned.

3. **HOW TO ENTER THE CONTEST:** During the Submission Phase an entrant may visit <https://www.embrazen.com/en-us/take-up-the-torch/> (“Website”), submit his/her date of birth and email address, then complete the registration form, which may include, but is not limited to, complete first and last name (no initials), street address (no P.O. box), city, state, ZIP Code, telephone number, date of birth, and confirmation that the entrant has read and agrees to be bound by these Official Rules. An entrant may then follow the instructions to nominate an “empowering woman” who has made a positive impact on others and/or society (“Nominee”) by providing the Nominee’s first and last name and her email address then uploading a photo, photo title, and photo description that demonstrates how the Nominee represents the spirit of embRAZEN. A photo must be original and may or may not include a bottle of embRAZEN Wine (including embRAZEN Wine in the photo is optional and will not improve your chances of winning). An entrant may not submit herself as a Nominee. A Nominee must be an individual (groups and organizations are ineligible for consideration). **To be eligible, a Nominee must be a woman and must also meet all eligibility criteria for an entrant as set forth in Section 2 of these Official Rules. An entrant should only submit a Nominee if the entrant has a pre-existing relationship with the Nominee and has permission from the Nominee.**

Nominee approval: Following the submission of a Nominee, the Nominee will receive an email at the Nominee’s email address submitted by the entrant. The Nominee must follow the instructions in the email to confirm approval. **An entry will not be valid until the Nominee has confirmed approval. A Nominee must confirm her approval by December 9, 2018 at 11:59:59 PM ET or the entry will not be valid. By confirming her approval, a Nominee confirms that she is at least twenty-one (21) years old, is a legal resident of the 50 U.S./DC (excluding Utah), and agrees to be bound by these Official Rules.**

By submitting and/or approving an entry, an entrant/Nominee hereby grants permission for the entry to be publicly posted at the Website, Sponsor’s social media accounts, or other website, at Sponsor’s sole discretion. Once an entry is submitted, as described above, it may be made available on the Website, Sponsor’s social media accounts, or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant/Nominee within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Once the photo has been submitted, entrants will not be permitted under any circumstance to submit substitutions and/or new versions of their photo.

Entry Requirements: An entry must meet the requirements below:

- PHOTOS CONTAINING CHILDREN OR ANYONE WHO APPEARS TO BE UNDER THE AGE OF TWENTY-FIVE (25) WILL NOT BE ALLOWED ENTRY;
- Must be in English, except for commonly understood foreign words;
- Must not prominently include any identifiable person(s) other than the entrant or the Nominee without such person’s permission;
- Must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- Must not disparage Sponsor;
- Must not prominently feature, mention, refer, or otherwise allude to the name, logo, or trademark of any entity, individual, product, or brand other than those of Sponsor and its brands;
- Must not include sensitive personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor’s

sole discretion);

- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where posted; and
- Must not contain, show, mention, refer, or allude to any inappropriate use of emBRAZEN Wine.

NOTE: If any entry fails to comply with any of these requirements or any other provisions of these Official Rules, Sponsor reserves the right to disqualify the entrant/Nominee, at its sole discretion.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property owned by a third party into his/her entry does so at his/her own risk. Without in any way limiting, expanding, or amending the terms and conditions residing on the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected entry from the Website because of such infringement, such entry may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant/Nominee will be eligible to receive the prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's/Nominee's entry has been or can be sufficiently cleared for legal purposes and such entrant's/Nominee's eligibility is verified. Each entrant represents and warrants as follows: (i) the entry is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of entry, is not the subject of any actual or threatened litigation or claim; (iii) the entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous.

Entry Limit: An entrant may submit no more than five (5) entries during the entire Submission Phase and may not nominate the same Nominee more than one (1) time. Entries made in excess of the stated limit will be void.

- 4. CONTEST JUDGING AND FINALIST SELECTION:** During the Judging Phase, all valid entries will be judged by a panel of qualified judges comprised of Sponsor's representatives ("Judges"). The Judges will score entries according to the following weighted criteria: (i) Current and/or Potential Impact on others and/or society: 50% and (ii) Representation of the emBRAZEN brand spirit: 50% ("Judging Criteria"). The twenty (20) highest scoring entries will be considered potential semi-finalist entries (each, a "Semi-Finalist Entry") and the Nominee featured in each Semi-Finalist Entry will be considered a potential semi-finalist ("Semi-Finalist"). Each Semi-Finalist will be considered a potential Semi-Finalist, pending verification of eligibility and compliance with these Official Rules. If any individual is a Nominee featured in more than one (1) of the highest twenty (20) scoring entries, only that Nominee's highest scoring entry will be a Semi-Finalist Entry and Sponsor will select the next highest entries as Semi-Finalist Entries so that there is a total of twenty (20) Semi-Finalist Entries. In no event will there be more than twenty (20) Semi-Finalists and twenty (20) Semi-Finalist Entries. Each Semi-Finalist will be contacted via email by Sponsor's representative and be asked to respond to an essay question asking the Semi-Finalist how she would utilize the prize, should she win, to

positively impact others and/or society. A Semi-Finalist must send a written reply (no more than five hundred [500] words) to Sponsor's representative by 11:59:59 PM ET on December 31, 2018 or the Semi-Finalist will be disqualified. Judges will re-judge the Semi-Finalist entries, including the original entry and the Semi-Finalist's response to the above essay question, using the Judging Criteria. The ten (10) highest scoring entries will be considered potential finalist entries (each, a "Finalist Entry") and the Semi-Finalist will be considered a potential finalist ("Finalist"), pending verification of eligibility and compliance with these Official Rules. In no event will there be more than ten (10) Finalists and ten (10) Finalist Entries. In the event of any ties, the entry with the highest score in criterion (i) will prevail. In the event there are still any ties, the tied entries will be rescored and the entry with the highest overall Judges Score will prevail.

5. **CONTEST VOTING AND WINNER SELECTION:** During the Voting Phase an individual who meets the eligibility requirements for an entrant in Section 2 of these Official Rules may visit the Website and submit his/her date of birth and email address. If an individual has not registered at the Website, he/she must complete the registration form, which may include, but is not limited to, complete first and last name (no initials), street address (no P.O. box), city, state, ZIP Code, telephone number, date of birth, and confirmation the individual has read and agrees to be bound by these Official Rules. An individual may then follow the instructions to vote on one (1) Finalist Entry. An eligible individual may vote for a single Finalist Entry no more than one (1) time per calendar day and for up to three (3) Finalist Entries total per calendar day during the Voting Phase. A calendar day starts at 12:00 AM ET and ends at 11:59:59 PM ET each day during the Voting Phase. Votes received from any person or e-mail address or household in excess of this limitation will be void. Votes generated by script, BOT, macro or other automated means are void. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Subsequent votes during a calendar day by a single voter or e-mail address will be disqualified. Votes intended to impact the integrity of the voting process as determined by Sponsor in Sponsor's sole discretion are void. Payment or other consideration in exchange for votes is prohibited.

Following the end of the Voting Phase, all eligible votes will be counted and the one (1) Finalist Entry that has received the most votes will be declared the winner (subject to verification of eligibility and compliance with these Official Rules). In case of a tie, Sponsor will select the winners by re-judging the tied entries, as described in Section 4 above

6. **PRIZE (1):** The prize is a \$25,000 check made payable to the winner ("Prize"). The approximate retail value of the Prize is up to \$25,000. One (1) Prize will be awarded.
7. **HOW TO CLAIM THE PRIZE:** The Prize can be accepted only by the Nominee who is the verified Prize winner (an entrant will not be allowed to accept the Prize on behalf of a Nominee). The potential winner will be notified via email by Sponsor or its authorized designee at the email address provided at the time of registration or entry. Before being declared a winner, the potential winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit") sent with the email notification. The potential winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential winner. If the potential winner is disqualified, is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, or fails to return an executed and notarized Affidavit within the ten (10) calendar day deadline, the Sponsor may, in its sole discretion, award the Prize to the next highest scoring entry. The Prize will go unawarded, at Sponsor's sole discretion, if, after a reasonable effort to award the Prize (and the selection of no more than two [2] alternate potential winners), Sponsor is unable to award the Prize to a verified winner. All federal, state, and local taxes imposed on the acceptance of the Prize are solely the responsibility

of the winner. Once the Prize winner is confirmed, Sponsor will contact the Prize winner to coordinate the fulfillment of the Prize.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including, without limitation emails that are not received because of a winner's privacy or spam filter settings which may divert any Contest email, including any winner notification email, to a spam or junk folder. The right to receive the Prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Contest Entities shall not be held responsible for any delays in awarding the Prize for any reason. The Prize will only be awarded to a verified winner.

- 8. LIMITATION OF LIABILITY:** By participating in this Contest, entrants/Nominees agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications 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 or 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 Contest; (vii) any injury or damage, whether personal or property, to entrants/Nominees or to any person's computer related to or resulting from participating in the Contest and/or accepting the Prize; and (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 Contest Entities are not responsible for any unanswered or undeliverable winner notifications.

By participating in the Contest, each entrant/Nominee 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 Contest; and (iii) to forever and irrevocably agree to 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 Contest, including, but not limited to, any Contest-related activity or element thereof, and any entries, participation or inability to participate in the Contest; (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, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (d) any change in the prizing (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; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant/Nominee.

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, 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 than one (1) Prize be awarded. 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 Contest related materials, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prize will be awarded in a manner determined by Sponsor, in its sole discretion.

Without limiting the foregoing, everything regarding this Contest, including the 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.

9. DISPUTES: IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“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. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NAPA COUNTY, 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/NOMINEES AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT/NOMINEE AND/OR CONTEST 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 (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

10. PRIVACY POLICY: Sponsor's Privacy Policy is available at <http://www.tweglobal.com/privacy-policy/>.

11. PUBLICITY RIGHTS: By participating in the Contest and/or accepting the Prize, each entrant/Nominee 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 Contest 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.

12. GENERAL: Any attempted form of participation in this Contest other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant/Nominee found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Contest; 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 Contest. Any attempted form of participation in this Contest other

than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple telephone numbers, email addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants/Nominees 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 email address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant/Nominee 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 CONTEST 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/Nominee 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 Contest details contained in these Official Rules and Contest 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 Contest as set forth in these Official Rules shall prevail.

13. WINNER LIST: For the names of winners, send a self-addressed, stamped envelope postmarked to: emBRAZEN Take up the Torch Contest Winner List Request, PO Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by May 1, 2019.

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