



## **'ON 10' FREESTYLE CONTEST OFFICIAL RULES**

**This Contest is intended for legal residents aged 21 or older of the United States (excluding Alaska, Hawaii, Virginia and Utah) and the District of Columbia only. Void where prohibited. Do not enter this Contest if you are not eligible and are not located in the United States at the time of entry.**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

The 'On 10' Freestyle Contest (the "Contest") will commence at 8:00:00 AM Eastern Time ("ET") on July 1, 2025 ("Start Date") and end at 11:59:59 PM ET on August 30, 2025 ("End Date"). The period between the Start Date and End Date will be referred to as the ("Contest Period").

- 1. SPONSOR/ADMINISTRATOR.** The Contest is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 ("Gallo") and On The Radar Production, LLC, 1592 Wilson Ave., Baldwin NY 11510 ("On the Radar") (both referred to as "Sponsor") and is administered by Arrowhead Promotion & Fulfillment, 1105 SE 8<sup>th</sup> Street, Grand Rapids, MN 55744 and Weil Co LLC dba bighthouse 1205 Corona Drive Glendale, CA 91205 (both referred to as "Administrator"), for Gallo's Ten Ball brand ("Brand").
- 2. ELIGIBILITY REQUIREMENTS.** The Contest is open to legal residents aged 21 or older of the United States (excluding Alaska, Hawaii, Utah and Virginia) and the District of Columbia only. VOID IN ALASKA, HAWAII, UTAH, VIRGINIA, , PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Directors, officers, employees, and agents of Sponsor, Administrator and any retail licensees, authorized licensees, wholesale licensees, distributors, and each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, or other legal entities or individuals associated with the development, administration, or fulfillment of this Contest, and the immediate families of such persons (defined as spouse, child, sibling, parent, son-in-law, daughter-in-law, grandparent, so-called "step" or "half" variations of any of the preceding individuals, and all descendants and each of their respective spouses, regardless of where they live), and those living in their same households, whether or not related, are ineligible to enter, win or collect prizes in the Contest. The Contest is subject to all applicable federal, state, and local laws, regulations, and ordinances.
- 3. TO ENTER.** The Contest begins at 8:00:00 AM ET on July 1, 2025, and ends at 11:59:59 PM ET on August 30, 2025.

To enter, entrant must visit Ten Ball's Instagram page located at: [www.instagram.com/drinktenball](https://www.instagram.com/drinktenball) during the Contest Period, find the Contest Post on the page ("Post") and follow the instructions to respond to the Post. Entrant must comment on the Post with hashtag #TenBallOTRContestEntry. Entrant must direct message Ten Ball with one (1) twenty second minimum to sixty second maximum video of entrant's freestyle vocal performance. Entrant must incorporate at least one of the following key phrases:

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- Big Flavor
- Big Moves
- Make Moves
- On 10
- Ten Ball
- On The Radar

Once entrant has completed the foregoing, entrant will have earned one (1) ("Entry") into the Contest. Entry must be received by 11:59:59 PM ET on August 30, 2025 to be eligible for entry into the Contest. Any Entry that is sent after 11:59:59 PM ET on August 30, 2025, will be disqualified and that Entry attempt will not be eligible for the Contest.

It is entrant's sole responsibility to take any steps necessary to adjust their Instagram account settings to permit entrant to receive messages from Brand and allow for Brand to be able to see entrant's Entry. Entrant's inability to receive any message(s) from Brand for any reason shall be deemed a failure by such entrant to comply with these rules, and any such entrant shall be disqualified from the Contest. Similarly, Sponsor shall not be liable for any lost, misdirected, or otherwise unreceived or illegible messages from entrants. By entering this Contest, each entrant agrees that the Sponsor may contact the entrant by direct Message via entrant's Instagram account, to administer and fulfill this Contest.

To be eligible, your Entry must be in English or Spanish, key phrases must be in English. Your Entry must be received within the Contest Period and must contain the hashtag #TenBallOTRContestEntry. Any Entry that is not visible to Brand will not be entered into the Contest. Sponsor and/or Administrator are not responsible for lost, late, incomplete, tampered or damaged Entries or Entries that are lost or misdirected to any Junk folder or SPAM filter. All such Entries will be ineligible. Entries will not be acknowledged or returned. Entries become the property of Sponsor and Sponsor is permitted to use entry content on owned websites, social media, and in emails to consumers.

**Limit:** One (1) Entry per person/Instagram Account during the Contest Period. Any person who attempts to participate by using multiple Instagram accounts, cellular numbers, multiple email addresses, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these Official Rules, may be disqualified by Sponsor in its sole discretion.

Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Contest. Entries will be deemed to have been submitted by the authorized account subscriber. In the event of a dispute over who an Entry corresponds to, the authorized account subscriber of the Instagram Account used to enter the Contest as of the actual time that such information was received by Administrator, will be deemed to be the entrant. The "authorized account subscriber" is defined as the natural person who is assigned to a username by Instagram. Administrator may require an entrant to show proof of being the authorized account subscriber. Sponsor or Administrator are not responsible for cellular carrier or cell tower glitches or outages that result in the non-receipt of any entrant's Entry attempts. Sponsor or Administrator are

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not responsible for Entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of Entry; provided, however, that any entrant's participation in the Contest constitutes, and is deemed, such entrant's full and unconditional agreement to the Official Rules and any and all decisions of Sponsor and Administrator, which are final and binding in all respects. All entrants agree to waive any right to claim ambiguity in the Contest and/or these Official Rules. Entries not in compliance with these Official Rules may be disqualified in Sponsor or Administrator's sole discretion. Entries become the property of Sponsor. **If you choose to enter via a mobile device, DATA CHARGES APPLY.** Please consult the terms and conditions of your individual service plan prior to participating via a mobile device. A mobile device is not required to enter the Sweepstakes.

**4. CONTEST ENTRY CRITERIA.** In addition to the above requirements, each Entry must meet the following content restrictions:

- The Entry must be your original work, created solely by you and 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 or trademark infringement. By entering a video, you warrant that you have obtained permission from any and all individuals in the video for use of the video in this Contest.
- The Entry must not contain sexually explicit content, violence or objectionable material that Sponsor or Administrator determines in its sole discretion is inappropriate, indecent, obscene, abusive, hateful, tortuous, defamatory, slanderous, libelous or offensive.
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- The Entry must not depict a person actively consuming any alcoholic beverage.
- The Entry must not contain material that is unlawful, in violation of or contrary to any applicable laws, rules or regulations.
- The Entry must not contain any personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your Entry, you acknowledge and agree that such information will be disclosed publicly, and you are solely responsible for any consequences thereof.
- The Entry must not contain any commercial content or logos.
- The Entry may not have been previously published and must not have won previous awards.
- The Entry must abide by, and entrant agrees to abide by, the Brand's Use Agreement, Trademark Agreement, and Privacy Policy, as determined in Gallo's sole discretion. Links to each of these policies are located at: and <https://www.drinktenball.com/about/privacy-policy>; <https://www.drinktenball.com/about/user-agreement>; <https://www.drinktenball.com/about/trademarks>.

**5. CONTEST JUDGING.** Entries received during the Contest Period will be judged by a panel of judges appointed by the Sponsor and Administrator according to the following procedures and criteria:

- **Quality of Entry: 25%**

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- Judges will compare the production quality, such as but not limited to lighting, sound, and video quality, of each entry submitted.
- **Usage of Key Phrases in Entry 35%**
  - Judges will determine how well and how many of the below key phrases the entrant incorporated into the submitted entry:
    - Big Flavor
    - Big Moves
    - Make Moves
    - On 10
    - Ten Ball
    - On The Radar
- **Creativity and Presentation of Entry: 40%**
  - Judges will compare the content of each submitted entry in search of a creative portrayal of the entrant's vocal performance and will compare the content of each entry in search of original and unique portrayal of the entrant's response. Judges will look for an engaging, entertaining entry. Along with an entry that makes innovative use of the key phrases.

The Entry with the highest score will be deemed the potential prize winner. In the event of a tie, the tied Entries will be judged by an additional judge appointed by Sponsor or Administrator who will serve as a tiebreaker, using the same criteria as outlined above, to determine the potential winner.

## 6. WINNER SELECTION AND NOTIFICATION.

**Winner Selection:** There will be one (1) winner during the Contest Period. Winner will be determined by a panel of judges on or about September 1, 2025, from among all eligible Entries. All decisions of the panel of judges, Sponsor and Administrator are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules.

**Winner Notification:** Sponsor or Administrator will attempt to notify potential winner ("Potential Winner") via direct message to entrant's Instagram account on or about September 1, 2025. Potential Winner must respond within two (2) days of notification attempt. Failure to respond to notification as directed within the stated time will result in forfeiture of the prize. Awarding of any prize is subject to verification of Potential Winner's eligibility and full compliance with these Official Rules. The Potential Winner will be required to complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release Form ("Affidavit and Release") within two (2) days of receiving the Affidavit and Release from Sponsor or Administrator. Failure to return the signed Affidavit and Release within two (2) days following the date of delivery thereof may result in forfeiture of the prize. If any Potential Winner cannot be contacted as specified above, or if Potential Winner fails to return the signed Affidavit of Eligibility by the deadline specified above, or if a Potential Winner is deemed ineligible for any other reason in Sponsor's sole discretion, the Potential Winner will be disqualified and an alternate winner may, at Sponsor's sole discretion, be selected in his/her place from among all remaining eligible Entries, time permitting.

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**7. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”).** There will be one (1) Prize during the Contest Period. Prize will consist of a trip for winner and one (1) guest (both aged 21 and over) to New York City, NY. The trip will include roundtrip airfare for winner and guest from a Sponsor-specified major airport nearest winner’s residence to New York City, NY, two (2) nights standard hotel accommodations (single room, double occupancy, room and tax only) at a hotel to be selected by Sponsor, round trip transportation to and from the airport and a visit to the On The Radar Radio NYC studio (“Event”) . The ARV for the prize to be awarded during the Contest Period is \$4,000.00. The ARV is subject to change based on city of departure, and other market conditions at the time of prize fulfillment. Travel accommodation must be booked via the Administrator. Travel must be booked and completed by October 31, 2025 or Winner forfeits the prize. Alcohol is not included as part of any Prize. Prize will be sent to address provided by winner after winner is verified and returns the completed Affidavit and Release and if applicable, the guest has completed a Travel Companion Affidavit and Release. No PO boxes permitted. Unclaimed or returned prizes will not be awarded. Sponsor and the Administrator are not responsible for any legal, or other restrictions on winner’s use of the prize.

Prize winner and his/her guest (both aged 21 or older) must complete travel on the dates as specified by Sponsor, no later than October 31, 2025. Date of travel cannot be exchanged. Guest must complete a Travel Companion Affidavit and Liability Release Form and submit it to Administrator before the prize is awarded. Failure to return the executed Travel Companion Affidavit and Release within the specified time period may result in forfeiture of the trip for the Guest. Sponsor and the Administrator are not responsible for any legal or other restrictions on winner’s use of the prize, including without limitation travel details, transportation (including airline and ground transportation), accommodations, and restrictions or conditions for travel. Winner is responsible for any and all expenses and incidental travel costs not expressly stated herein as part of the prize, including but not limited to, meals and beverages not specified as part of the prize, in-room charges (e.g., mini-bar, room service, telephone, internet, movies), gratuities, travel upgrades, baggage fees, travel insurance and personal incidentals. Winner will be required to provide a valid major credit or debit card upon hotel check-in and all in-room charges including but not limited to those defined above will be charged to winner’s major valid credit or debit card provided. Incidental expenses and all other costs and expenses which are not specifically listed as part of the prize in these Official Rules, and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the winner. If any part of the prize becomes unavailable for any reason, Sponsor will not be responsible to award that part of the prize. Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the prize. PRIZE IS AWARDED “AS IS,” “WHERE IS,” WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. Prize is non-assignable, non-substitutable, and nontransferable. Notwithstanding the foregoing, Sponsor may, at its sole discretion, substitute cash or a prize of equal or greater monetary value. The Winner will receive an IRS Form 1099-MISC for the ARV of the prize.

Airline tickets and travel are subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers. Sponsor, Administrator, and the Released Parties are not responsible for any fees or additional charges resulting from winner’s change(s) to itinerary or accommodations. Winner is solely responsible for obtaining all necessary travel documents prior to

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travel and the associated costs for these requirements. Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by any air carrier, hotel, or other transportation company or any other person providing any of these services and accommodations. Sponsor, Administrator, and the Released Parties shall not be liable for any loss or damage to baggage.

Sponsor cannot guarantee that winner and/or guest will not become infected with COVID-19 in connection with acceptance of the prize, which includes travel and studio visitation. Traveling could increase winner's and/or guest risk of contracting COVID-19. By participating in the prize, the winner and guest acknowledges the contagious nature of COVID-19 and voluntarily assumes all risks that he/she may be exposed to or infected by COVID-19 in connection with prize and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Winner and guest are solely responsible for taking any and all precautions to avoid contracting COVID-19.

Sponsor, Administrator, and the Released Parties shall not be responsible for any cancellation or delay of flights or closure of local hotels, travel restrictions, or any reasons, including but not limited to, COVID-19.

**Travel Safety Advisory:** Since travel and tourism are constantly changing, the winner and guest(s) shall consult the U.S. State Department's website at [travel.state.gov](https://travel.state.gov) regarding the latest information concerning traveler safety, security, and health advisories and the Center for Disease Control website for testing protocols <https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html>. The winner and guest(s) are responsible for checking the travel protocols before they depart and ensuring that they fully understand and comply with any such protocols. For example, some destinations may require obtaining a negative COVID-19 viral test a certain number of days before and upon return travel. The Sponsor and Administrator shall not be responsible for any additional costs incurred for any required test or any other pre-travel or post travel requirements.

**TRIP TERMS:** Advanced reservations required. All other expenses (including, without limitation, ground transportation other than listed above, personal expenses (optional excursions, spa treatments, souvenirs), telephone charges, meals and beverages, and all federal, state and local taxes (including applicable income taxes)) and fees incurred are the winner's/guests' sole responsibility. The winner will be responsible for applicable taxes and fees. Trip is subject to availability; restrictions and blackout dates apply. Trip is non-transferable, non-refundable and cannot be exchanged for cash. The winner is responsible for tax and fuel costs, and winner and guests must each be at least 21 years old with a REAL ID-compliant driver's license, photo ID card, or another form of federally acceptable identification (such as a valid passport or military ID) to redeem the prize. Additional air carrier baggage charges are the responsibility of the traveling passenger. Any optional service fees including seat selection, meals, and drinks are not included and are the responsibility of the traveling passenger. It is the traveler's responsibility to provide proper documentation.

**EVENT CONDUCT.** Winner and his/her guest conduct will be under the supervision of Sponsor or, Administrator, and its Event Representatives ("Event Staff") whose decisions are final and binding in all aspects relating to the event. Winner and his/her guest may be removed from event premises at the sole discretion of the Sponsor, Administrator, or Event Staff for any reason at any time, including



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but not limited to the advice of the Event Staff, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, or for any unhealthy, unlawful, unsafe, or inappropriate act. If winner or guest who, in the opinion of the Sponsor, Administrator, or Event Staff is considered a physical or mental threat to the well-being of any person, he/she may be removed from the event premises. Any act performed by winner or guest defined by federal, state or local statute or ordinance as constituting a criminal act may result in removal from event premises. At the sole discretion of the Sponsor, Administrator, and Event Staff, if winner or guest uses profanity, or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsor or, Administrator and/or Event Staff shall have the right to remove that individual from event premises. At the sole discretion of the Sponsor, Administrator, or and Event Staff, if winner or guest creates the potential for death, disability, injury and/or property damage during the event, the Sponsor, Administrator, and/or the Event Staff, shall have the right to remove that individual from event premises.

8. **INTERNET.** If for any reason this Contest cannot be executed as planned, including but not limited to infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, terminate, suspend, or modify the Contest.
9. **LICENSE TO ENTRY.** Except where prohibited, by submitting an Entry, you irrevocably grant Sponsor and its designated agents the royalty-free right throughout the world in perpetuity to use, re-use, copy, publish, copyright, republish in whole or in part, edit, add to, modify, and rearrange the Entry in whatever media now known or hereafter developed, for use in the advertising and promotion of Sponsor and Sponsor's products without further permission, approval, consideration or payment to you, except where prohibited by law. You agree to sign any document requested by Sponsor to further confirm this license. In such event, Sponsor, at its discretion, may select winner from the eligible, non-suspect Entries fulfilling the applicable eligibility requirements prior to the event requiring termination, cancellation or suspension of this Contest.
10. **LIMITATIONS OF LIABILITY AND RELEASES.** No liability or responsibility is assumed by Sponsor or Administrator from entrant's participation in, or attempt to participate in, the Contest. Sponsor and the Administrator are not responsible for any typographical errors in the information provided by entrants, or in the announcement of prizes or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Contest and/or accepting any prize, each entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor and Administrator, or their respective designated agents, which are final and legally binding in all respects, and agrees to waive any right to claim any ambiguity in these Official Rules. The entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials and mail submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that Sponsor, Administrator, Instagram and any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or

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agents (collectively, the “Released Parties”) shall have no liability whatsoever, and each entrant agrees to release, indemnify and hold harmless the Released Parties for, any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession, use or misuse of any prize, or participation in this Contest or participation in any Contest-related activities and further acknowledges that said Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize awarded in connection with the Contest.

Sponsor reserves the right, in their sole discretion, without prior notice or obligation and at any time, to cancel, terminate or suspend this Sweepstakes, or any portion thereof, should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupts or impairs the administration, integrity, security, fairness or proper conduct of the Sweepstakes, or for any other reason, at their sole discretion. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware or software failures of any kind, traffic congestion in any networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed transmissions, whether caused by Sponsor, Administrator, users, or by any of the equipment or programming associated with or utilized in the Contest, or by technical or human error which may occur and/or which may damage Sponsor or Administrator’s ability to receive or store Contest data, or which may damage an entrant’s system in connection with the selected method of entry, or which may otherwise limit any entrant’s ability to participate and/or redeem the prizes in the Contest. In the event that any entrant’s Entry attempt is not successfully received by Sponsor or Administrator, that entrant’s sole remedy shall be to attempt to enter the Contest once again during the Contest Period. Sponsor and Administrator reserve the right at its sole discretion, to disqualify any individual who tampers with the Contest, or the operation of the Contest, or who enters using any automatic or programmed entry duplication method, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Contest.

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.



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By accepting the prize, the winner agrees that Sponsor may use any and all such winners' names, cities and/or states of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the Contest, in any media or format, whether now known or hereafter developed, including but not limited to the internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. Should winner make any false statement in any document referenced herein, the winner will be required to promptly return to Sponsor the awarded prize(s) received.

- 11. GOVERNING LAW & JURISDICTION.** Except where prohibited, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant, Sponsor, Administrator, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction. Entrants agree that any action at law or in equity arising out of or relating to this Contest, or awarding of the prize, shall be filed only in the state courts with jurisdiction over Stanislaus County, California or in federal courts in the Eastern District of California, and the entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
- 12. NO X (formally known as (TWITTER)/FACEBOOK/INSTAGRAM ASSOCIATION.** This Contest is in no way sponsored, endorsed or administered by, or associated with, X(formally known as Twitter), Facebook or Instagram. You understand that you are providing your information to Sponsor, not to X(formally known as Twitter), Facebook or Instagram. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to X(formally known as Twitter), Facebook or Instagram.
- 13. PRIVACY.** Gallo and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest solely for the purposes of administering the Contest and fulfilling the prize, and by entering this Contest you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that entrants submit will be subject to Gallo's privacy policy. In the event of any discrepancy between Gallo's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Gallo's complete online privacy policy please visit <http://www.gallo.com/legal/privacy>.
- 14. OFFICIAL RULES/WINNERS LIST.** For confirmation of the name (first initial and last name) and city of residence of the winner, or for a copy of these Official Rules, send an email to (must be received by 9/30/2025), to [Sweep@apfco.com](mailto:Sweep@apfco.com). Include the name of this contest "'On 10' Freestyle Contest" and specify "Winners List" or "Official Rules" in the subject line. The official rules are also available at <https://apfco.com/secure/K401s/>.

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## ABBREVIATED RULES.

**NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Open to legal residents of the United States (excluding AK, HI, UT, VA) and the District of Columbia who are 21 or older.

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Void where prohibited. Starts at 8:00:00 AM ET on 7/1/25 and ends at 11:59:59 PM ET on 8/30/25. To enter visit <https://www.instagram.com/drinktenball>, find the 'On 10' Freestyle Contest on the post, and follow the instructions to submit your entry. Your Entry must start with the hashtag #TenBallOTRContestEntry. Subject to Official Rules. Official Rules available at <https://apfco.com/secure/K401S/>. Sponsor: E. & J. Gallo Winery and On The Radar Radio.