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APOTHIC® BLOOD TYPE A DROP TERMS AND CONDITIONS

The Apothic Blood Type A Drop (the “Drop”) is a limited, first-come, first-served sale of Apothic Blood Type A Kits (each, a “Kit,” as described below) made available for purchase at a set price on shop.apothicbloodtypea.com (the “Website”), conducted across two (2) scheduled drop events. A total of three hundred fifty (350) Kits are available for purchase across both drop events combined, as further described below. These Terms and Conditions (“Terms”) govern participation in and purchase through the Drop. By accessing the Website or attempting to purchase a Kit, you agree to be bound by these Terms in their entirety. THE DROP IS NOT A SWEEPSTAKES, CONTEST, OR GAME OF CHANCE. NO PURCHASE IS NECESSARY TO VISIT THE WEBSITE, BUT A PURCHASE IS REQUIRED TO OBTAIN A KIT, AND NO RANDOM DRAWING WILL BE CONDUCTED.

THESE TERMS CONTAIN A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND RELEASE OF CLAIMS. PLEASE READ CAREFULLY BEFORE PROCEEDING.

- 1. SPONSOR/ADMINISTRATOR.** The Drop is sponsored by E. & J. Gallo Winery, 600 Yosemite Blvd., Modesto, CA 95354 (“Sponsor” or “Gallo”) and is administered by Twelve Thirty, LLC (“Administrator”) for Sponsor’s Apothic Wine brand.
- 2. ELIGIBILITY.** The Drop is open only to legal 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 purchase. VOID IN UTAH, 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 and/or sister companies, 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 Drop, 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 purchase a Kit in the Drop. The Drop is subject to all applicable federal, state, and local laws, regulations, and ordinances.
- 3. HOW THE DROP WORKS.** The Drop will be conducted across two (2) separate drop events, as follows:

Drop 1: Drop 1 shall commence at 10:31:00 PM Eastern Time (“ET”) on September 17, 2026 (the “Drop 1 Launch Time”) and shall continue until the earlier to occur of: (a) the sale of all one hundred seventy-five (175) Kits allocated to Drop 1; or (b) 11:59:59 PM ET on September 19, 2026 (such period, the “Drop 1 Period”).

Drop 2: Drop 2 shall commence at 10:31:00 PM ET on September 26, 2026 (the “Drop 2 Launch Time”) and shall continue until the earlier to occur of: (a) the sale all one hundred seventy-five (175) Kits allocated to Drop 2; or (b) 11:59:59 PM ET on September 28, 2026 (such period, the “Drop 2 Period”).

The Drop 1 Period and the Drop 2 Period are each referred to individually as a “Drop Period” and collectively as the “Drop Periods.” The Administrator’s computer is the official timekeeper for the Drop. Kits allocated to a given Drop Period may only be purchased during that Drop Period; Kits not sold during the Drop 1 Period will not carry over to or increase the number of Kits available during the

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Drop 2 Period. The Drop is not a random drawing — the ability to purchase a Kit is determined solely by the order in which complete, verified, and paid orders are received through the Website while Kits allocated to the applicable Drop Period remain in stock. Proof of submitting or attempting to submit an order will not be deemed proof of receipt by Administrator. Sponsor and Administrator are not responsible for orders that are not actually received, regardless of the cause.

To purchase a Kit, a participant must visit www.ApothicBloodTypeA.com (the “Website”) during the applicable Drop Period, click the purchase Kit tab, confirm their eligibility, add a Kit to their cart, and complete the checkout process, which will require the participant to provide: (i) first and last name (no initials); (ii) shipping address (NO P.O. BOXES); (iii) city, state, and ZIP code; (iv) date of birth confirming the participant is twenty-one (21) years of age or older; (v) a valid email address; and (vi) valid payment information. A Kit is not reserved or held for any participant unless and until checkout is completed and payment is successfully authorized. Orders that are incomplete, abandoned, or for which payment is not authorized will not be fulfilled, and the corresponding Kit will remain available for purchase by other participants.

All orders are subject to review by Administrator for fraud, bot activity, and compliance with these Terms. Sponsor and Administrator reserve the right to require additional proof of age, identity, and residency at any time, and to cancel any order for which eligibility cannot be verified to their satisfaction, in their sole discretion. Sponsor and Administrator reserve the right to cancel and refund any order that appears to have been placed in violation of these Terms, including through the use of automated, fraudulent, or duplicative ordering methods.

Any use of robotic, repetitive, automatic, programmed, or similar ordering methods will void the corresponding order. Sponsor and Administrator are not responsible for lost, late, incomplete, or misdirected orders, or orders that are not received due to technical failures of any kind.

4. **PURCHASE LIMIT.** Limit of one (1) Kit per person, household, billing address, shipping address, and payment method, regardless of the number of orders attempted within the applicable Drop Period. Sponsor and Administrator reserve the right to cancel any duplicate or excess order identified as belonging to the same purchaser, in their sole discretion.
5. **PURCHASE PRICE AND PAYMENT.** Each Kit is offered for purchase at a price of \$10.31 USD (the “Purchase Price”), which includes shipping. Payment is due in full at the time the order is placed and will be processed by credit card only.

Sponsor and Administrator are not responsible for typographical, pricing, or other errors in the offer, advertisement, or display of the Kit on the Website or in these Terms. If a Kit is listed, offered, or processed at an incorrect price as a result of typographical, technical, or other error, Sponsor reserves the right, in its sole discretion, to cancel the affected order — whether or not payment has been confirmed — and to issue a full refund of any amount paid.

THE PURCHASE PRICE IS NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10 (RETURN POLICY) BELOW.

6. **DESCRIPTION OF THE KIT.** The “Apothic Blood Type A Kit” (the “Kit”) is a limited-edition novelty set consisting of two (2) reusable, refillable wine pouches styled to resemble blood transfusion bags (each, a “Blood Bag”), with a funnel for filling each Blood Bag and one (1) matching cooler bag (the “Cooler Bag”). The Blood Bag is offered in one size only. Each Blood Bag is 6 ¾ in x 4 in with a maximum fill of 200ml.

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WINE NOT INCLUDED. THE KIT DOES NOT CONTAIN, AND IS NOT SOLD WITH, ANY ALCOHOLIC BEVERAGE. PURCHASE OF THE KIT DOES NOT CONSTITUTE THE PURCHASE OF ALCOHOL.

7. WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW, THE KIT IS PROVIDED “AS IS” AND “WHERE IS,” WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

- 8. PRODUCT USE & SAFETY.** The Kit is a novelty product intended for use only by adults twenty-one (21) years of age or older. The Blood Bags and Cooler Bag are not medical devices and must not be used for any medical, clinical, or bodily-fluid purpose. The Blood Bags are intended to hold beverages for personal, non-commercial use only, up to the stated maximum fill of 200ml per Blood Bag; do not overfill. Before first use and between uses, clean the Blood Bags and funnel in accordance with any care instructions provided; unless expressly stated otherwise, the components are not dishwasher-, microwave-, freezer-, or heat-safe. Keep the Kit and all components out of the reach of children and pets. Do not use the Kit or any component if it is damaged, cracked, or leaking. Purchaser assumes all risk arising from use of the Kit, including any filling of a Blood Bag with any beverage.

- 9. SHIPPING AND DELIVERY.** Orders will begin shipping shortly after purchase. Shipping times may vary based on location, but most orders are expected to arrive within five (5) to seven (7) business days after shipment. Purchasers will receive a tracking link via email once their order ships. The Kit ships nationwide to eligible addresses within the fifty (50) United States (excluding Utah) and the District of Columbia. No P.O. Box shipping addresses are permitted.

Sponsor and Administrator are not responsible for shipping delays caused by circumstances beyond their reasonable control, including carrier delays, weather events, or force majeure events.

10. RETURN POLICY; ALL SALES FINAL.

ALL SALES ARE FINAL. NO RETURNS OR EXCHANGES WILL BE ACCEPTED. If a Kit arrives with a defect, the purchaser may contact Administrator at ApothicDrop@promotions.support to submit a customer service ticket. Sponsor and Administrator will assess each such ticket and, in their sole discretion, determine whether reimbursement is warranted. Submission of a ticket does not guarantee reimbursement.

If Sponsor or Administrator determines, in their sole discretion, that a purchaser made a false or misleading statement in connection with the Drop, including as to eligibility, age, or residency, Sponsor reserves the right to cancel the order and refuse fulfillment, or, if the Kit has already been delivered, to require the purchaser to return the Kit at the purchaser's expense — in either case without any obligation to refund the Purchase Price. If Sponsor cancels a paid order for reasons other than the purchaser's breach of these Terms (including if the Drop is cancelled, suspended, or modified under Section 12), the purchaser's sole and exclusive remedy is a full refund of the Purchase Price actually paid for the cancelled order.

- 11. LIMITATION OF LIABILITY AND RELEASE.** No liability or responsibility is assumed by Sponsor or Administrator arising from participation in the Drop or from the purchase, receipt, delivery, or use of the Kit. By participating in the Drop and/or completing a purchase, each participant fully and unconditionally agrees to release, indemnify, and hold harmless Sponsor, Administrator, and their

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respective parent companies, subsidiaries, affiliates, officers, directors, employees, representatives, and agents (collectively, the “Released Parties”) from and against any and all claims, damages, losses, costs, and expenses (including attorneys’ fees) arising out of or relating to: (a) participation in the Drop; (b) the purchase, delivery, or use of the Kit; (c) any injury, illness, death, property damage, or loss of any kind resulting from or connected to the Kit; or (d) any breach of these Terms.

Each participant agrees that all decisions of Sponsor and Administrator regarding the Drop — including determinations of eligibility, order verification, and application of these Terms — are final and binding in all respects, and each participant waives any right to claim ambiguity in these Terms. Each participant further agrees to assume all risk of loss, damage, delay, or misdirection of any information, materials, or communications submitted to or received from Sponsor or Administrator in connection with the Drop.

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGEMENTS 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) PARTICIPANTS WAIVE ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL PRICE PAID (\$10.31), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANTS’ REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES, IF ANY, AND PARTICIPANTS IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS, SO THEY MAY NOT APPLY IN THEIR ENTIRETY TO EVERY PURCHASER.

All rights under Section 1542 of the California Civil Code are expressly waived. That section provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

12. **TECHNICAL ISSUES; MODIFICATIONS.** Sponsor and Administrator are not responsible for technical failures, server errors, network outages, lost or delayed transmissions, unauthorized interventions, computer viruses, or other technical malfunctions that may affect participation in the Drop or the timely processing of orders. Sponsor reserves the right, in its sole discretion and without prior notice, to cancel, suspend, or modify the Drop if fraud, technical failure, or other circumstances beyond Sponsor’s control compromise the integrity or proper conduct of the Drop.

The Released Parties are not responsible for hardware or software failures of any kind, network or server congestion, lost or interrupted connections, or incomplete, garbled, or delayed transmissions, whether caused by Sponsor, Administrator, participants, or the equipment or programming used in connection with the Drop, or for any technical or human error that may limit a participant’s ability to access the Website or complete a purchase. If a participant’s attempted order is not successfully received or processed, that participant’s sole remedy is to attempt to place an order again during the applicable Drop Period, subject to availability.

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13. **PRIVACY.** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when purchasing the Kit during the Drop solely for the purposes of administering the Drop and fulfilling the purchase. By participating in the Drop you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that participants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Terms, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://www.gallo.com/legal/privacy>.
14. **RIGHT OF PUBLICITY.** By completing the purchase of a Kit, purchaser consents to and grants Sponsor and Administrator the right to use purchaser's name, city and/or state of residence, statements, likeness, voice, photograph, and/or biographical information, without limitation, and without purchaser's prior approval, for promotional and advertising purposes relating to the Drop and Sponsor's products and services, in any media or format, whether now known or hereafter developed, including but not limited to the internet, social media, and broadcast media, worldwide, in perpetuity, without further consideration or payment, where permitted by law.
15. **GOVERNING LAW AND JURISDICTION.** Except where prohibited, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, all matters arising out of or relating to the Drop, or the rights and obligations of any participant, Sponsor, Administer, 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. Any action at law or in equity arising out of or relating to these Terms or the Drop shall be filed exclusively in the state courts with jurisdiction over Stanislaus County, California, or in the federal courts in the Eastern District of California, and participants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
16. **GENERAL.** These Terms constitute the entire agreement between the purchaser and Sponsor with respect to the Drop and supersede all prior agreements, representations, and understandings. If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall continue in full force and effect. Sponsor's failure to enforce any term hereof shall not constitute a waiver of that or any other provision. These Terms may not be assigned by purchaser. Sponsor reserves the right to correct typographical or other errors in these Terms.