

## **Terms and Conditions**

In order to enhance your experience of our products, Constellation Brands, Inc. and its affiliates and subsidiaries (collectively, “Company”) makes this website available for the personal use and enjoyment of visitors who are of legal drinking age (the “Website”). Company has established these Terms and Conditions so that you will know what is expected from Company, and Company will know what to expect from you. YOUR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS.

YOU MUST BE OF LEGAL DRINKING AGE TO USE THIS WEBSITE. IF YOU ARE NOT OF LEGAL DRINKING AGE, DO NOT AGREE TO THESE TERMS AND CONDITIONS, OR IF YOU LIVE IN A COUNTRY WHERE CONSUMPTION OF ALCOHOLIC BEVERAGES IS NOT PERMITTED, DO NOT USE THIS WEBSITE.

THESE TERMS AND CONDITIONS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE WEBSITE OR OUR SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT.

THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

THESE TERMS AND CONDITIONS ALSO INCLUDE A JURY WAIVER.

MORE INFORMATION ABOUT THE ARBITRATION, CLASS ACTION WAIVER, AND JURY WAIVER CAN BE FOUND IN THE ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY WAIVER SECTION BELOW.

## **PERSONAL AND NON-COMMERCIAL USE**

This Website is for your personal, non-commercial use only. The copyrights to all contents of this Website are proprietary to Company or its third-party licensors, and you may not reproduce, display, post on any other website, modify, distribute, perform, reuse, broadcast, or otherwise transmit any portion of this Website without Company’s written consent. All content, names, logos, taglines, trademarks, service marks, design marks, trade dress, brand identities, graphics, artwork, videos, music, software and other intellectual property contained on this Website are owned or licensed by Company and may not be used by you without the prior written consent of Company.

## **UNLAWFUL AND PROHIBITED USE**

You represent and warrant to Company that you will not use this Website for any purpose that is unlawful or prohibited by the terms, conditions or notices in these Terms and Conditions and on this Website. Any unauthorized use of the content of this Website may subject you to civil or criminal penalties.

## **DISCLAIMERS OF WARRANTIES AND DAMAGES**

Although Company makes all reasonable efforts to ensure that the content of the Website is up-to-date and correct, Company makes no warranties as to its accuracy. YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. ALL MATERIALS ON THE WEBSITE ARE 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, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE OR ANY INFORMATION PROVIDED ON OR DOWNLOADED FROM THIS WEBSITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **USER INPUT AND SUBMISSIONS**

You acknowledge that any electronic mail, electronic messaging or other input to Company through this Website is non-confidential. The submission of such materials in no way creates any obligation or duty on the part of Company to post or use such materials or, if Company does so, to give you credit or payment. You represent and warrant that you own or have permission to transmit any materials, videos, GIFs, images, photographs, content, or communications (collectively, "Material(s)") transmitted by you to this Website and that such Materials do not infringe upon, misappropriate, or violate the copyright, trademark, other intellectual property, publicity, or privacy rights of any third party or non-person, whether living or dead. By submitting, transmitting or posting any Material to this Website, you grant Company and all other such third parties as Company may designate, the absolute, irrevocable, worldwide, perpetual right and permission to reproduce, publish, store, post, display, distribute, identify, depict, modify, license, exploit, prepare derivative works of and/or otherwise use the Material, in any manner, form, format or media now or hereinafter created and for any purpose, including but not limited to advertising, all without further notice, consent or payment.

All Material you submit to Company through the Website must be your original creation – in other words, you must have created the Material. If the Material is not your original creation, the person who created the Material must submit it. By submitting Material to the Website, in addition to the representations and warranties in the paragraph above, you represent and warrant that you are at least legal drinking age, and that such Material, including the contents thereof, is your original creation, has not been copied in whole or in part from any other work, and is your sole and exclusive property.

In addition to the rights granted above, by submitting Material to the Website which feature or include your image or likeness, you hereby grant Company permission to use your image or likeness as it appears in any such Material and to reproduce, publish, store, post, distribute, display, identify, depict, modify, license, exploit, prepare derivative works of and/or otherwise use the Material, and to post such Material (as submitted, or as edited, modified or otherwise changed at Company's sole discretion) in composite or distorted character, with or without accompanying music or credit to you, in any manner, form, format or media now or hereinafter created and for any purpose, including but not limited to advertising, all without further notice, consent or payment. If you submit any Material that contains the image or likeness of any person other than you, you agree to obtain written permission from each such person for Company to use such image or likeness as it appears in such Material and to post such Material on the Website, in the manners described above. By submitting any photograph that contains the image or likeness of any person other than you, you represent and warrant that you have obtained such written permission and that such person is of legal drinking age.

Any Material submitted to the Website that shows illegal, dangerous, unsafe, pornographic, obscene, profane, defamatory, libelous, or threatening activity or material; any activity or material which could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, promote the excessive or irresponsible consumption of alcohol, or otherwise violate any law or regulation, or the rights of third parties; or that is otherwise deemed by Company, in its sole discretion, to be inappropriate (including, without limitation, if any such photograph contains an image of a competitive product) will not be posted. Without limiting the generality of the foregoing, any Material will not be accepted or posted, or may be removed to the extent permissible by law, if Company believes, in its sole discretion, that it contains any of the following:

(a) persons under the legal drinking age; (b) competitive products; (c) unsafe behavior / activity that could result in physical injury or property damage; (d) third party materials that you have no rights to, including without limitation, photographs owned by third parties, images or likenesses of celebrities or other individuals, third party trademarks, artwork, music, videos, etc.; (e) illegal activity, including drug use; (f) obscenity or profanity; (g) defamatory or libelous content; (h) content disparaging any brand of Company or any of their competitors; (i) racist or sexist content; (j) harassing, abusive, vulgar or pornographic content; (k) gambling; (l) false or misleading content; (m) trade secrets, or other confidential commercial or financial information; (n) private information of any third party including without limitation, address, phone number, email address, social security number or credit card information; (o) malicious code, viruses, spyware, trojans or other harmful components; or (p) any content in poor taste.

You must be of legal drinking age to submit Material to the Website.

## **LINKS**

The third-party websites (including but not limited to social media platforms) linked from this Website, or any link contained in a linked site, are not under Company's control, and Company does not assume any responsibility or liability for such third-party content. Company provides these links for your convenience only, and Company makes no guarantees, representations or warranties as to, and shall have no liability for, any content delivered on any third-party website, including, without limitation, the accuracy, subject matter, quality or timeliness of such content. You are responsible for complying with the policies of any third-party website you visit.

You must obtain Company's permission to link this Website, or any page on the Website, to your website. The fact that Company may be linked to third party websites does not indicate that Company has granted permission to link, and does not constitute an affiliation with, endorsement or recommendation of such third-party website.

## **PRIVACY POLICY**

Information that you provide Company is subject to the Company Privacy Policy, which is posted at the Website. The Company Privacy Policy describes what information is collected, how the information is used, and the choices you have about the way the information is used. By accessing this Website, you agree to be bound by the terms of the Company Privacy Policy and acknowledge that while Company takes commercially-reasonable technical, administrative, and physical security measures to protect your information, no method of transmission over the Internet, or method of electronic storage is 100% secure, so we unfortunately cannot guarantee

absolute security and we are not responsible for any harm caused by interception of such data and communications.

## **APPLICABLE LAWS**

This Website is created and controlled by Company in the State of New York. You agree that any claim arising from or relating to this Website, the services provided through this Website or these Terms and Conditions shall be governed by the substantive laws of the State of New York, without giving effect to any principles of conflicts of law. This Website has been designed to comply with United States law. You are responsible for complying with all applicable local laws if you access this Website from locations outside the United States.

## **ARBITRATION AGREEMENT, CLASS ACTION WAIVER AND JURY WAIVER**

**Mandatory Binding Arbitration.** The parties to these Terms and Conditions agree that final and binding arbitration on an individual basis shall be the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of our service, this Website or these Terms and Conditions. The parties hereto acknowledge and agree that the Federal Arbitration Act and federal arbitration law apply to arbitrations under these Terms and Conditions (despite any other choice of law provision).

Arbitration under these Terms and Conditions shall be conducted by the American Arbitration Association (the "AAA"). For claims of less than or equal to \$75,000 (exclusive of attorney's fees, costs, and alleged punitive damages or penalties), the AAA's Consumer Arbitration Rules will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at <https://www.adr.org>. Any Notice of Arbitration should be mailed to us at the following address: Constellation Brands, Inc. 207 High Point Drive, Building 100, Victor, NY 14564 Attn: Legal Department.

**Class Action Waiver.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. Disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction WITHOUT A JURY and not in arbitration.

**Waiver of Rights, Including to Trial by Jury.** By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. The rules in arbitration are different. There is no judge or jury, and review of an arbitrator's decision is very limited. BOTH PARTIES FURTHER AGREE THAT, WHETHER A CLAIM WILL BE RESOLVED IN ARBITRATION OR IN COURT, THE PARTIES BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES.

## **TRADEMARKS**

Company is the owner or exclusive regional licensee of the trademarks of the products listed on this Website and all related logos and designs, and many other trademarks, service marks, design marks, logos, taglines and trade dress (collectively, the “Trademarks”) in the United States and other countries.

These Trademarks may not be used: (a) by any third party or in connection with any product or service that is not authorized by Company; (b) in any manner which is deceiving to the public or which would impair, dilute, or diminish the value of the Trademarks or harm Company’s reputation; (c) in any modified manner, unless authorized by Company; and (d) in any manner likely to cause confusion, disparagement, or dilution as to source.

#### **TERMINATION OF USAGE**

Company may terminate your right to use this Website, with or without cause at any time in its sole discretion, including, without limitation, upon your violation of these Terms and Conditions. In the event of termination, all representations, warranties, indemnifications, and promises made by you shall survive.

#### **INDEMNITY**

You shall indemnify, defend and hold Company, and its shareholders, subsidiaries, affiliates, officers, directors, members, managers, agents, other business partners and employees, harmless from and against any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of: (a) Materials you submit, post, transmit or make available through the Website; (b) your use of the Website; (c) your connection to the Website; (d) your violation of these Terms and Conditions; or (e) your violation of any rights of another.

#### **DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE**

Materials may be made available via the Website by third parties not within Company’s control. Company is under no obligation to scan content posted on the Website for the inclusion of illegal or impermissible content. However, Company respects the copyright interests of others, and it is Company’s policy not to permit Materials known by Company to infringe another party’s copyright to remain on the Website. Accordingly, Company complies with the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 *et seq.*).

If you believe any Materials on the Website infringe a copyright, you should provide Company with written notice that at a minimum contains:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at the Website are covered by a single notification, a representative list of such works at the Website;

- (iii) Identification of the Material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the Material;
- (iv) Information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (v) A statement that the complaining party has a good faith belief that use of the Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to Company's designated Copyright Agent as follows: [copyrightagent@cbrands.com](mailto:copyrightagent@cbrands.com); or Constellation Brands, Inc. 207 High Point Drive, Building 100 Victor, NY 14564, Attn: Copyright Agent, Legal Department.

Upon receipt of a notice of infringement that complies or substantially complies with the DMCA, Company will act promptly to remove or disable access to any Material claimed to be infringing. Company will take reasonable steps to notify the user that created or posted the relevant Material that it has removed or disabled access thereto. Any user whose Material has been removed or disabled in accordance with this policy may provide Company with a counter notification under the DMCA. Such counter notification must be provided in writing addressed to Company's Copyright Agent at the address listed above and must contain:

- (i) The user's electronic or physical signature;
- (ii) Identification of the Material that has been removed or to which access has been disabled and the location at which such Material appeared before it was removed or disabled, including the complete URL;
- (iii) A statement under penalty of perjury that the user has a good faith belief that the Material was removed or disabled as a result of mistake or misidentification of the Material to be removed or disabled; and
- (iv) The user's name, address and telephone number, and a statement that the user consents to the jurisdiction of the Federal District Court for any judicial district in which Company may be found and that the user will accept service of process from the person who provided the initial notification of infringement.

The DMCA allows Company to restore removed content if the party filing the original DMCA notice does not file a court action against the user within 10 business days of receiving the copy of the counter notification.

Please be aware that if you knowingly materially misrepresent that Material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is Company's policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others. In no event shall Company be liable for any claim of copyright infringement which may arise from the posting of any Material on any third-party website or that may arise from any other unauthorized use by a third party of such Material or other Company user generated content.

#### **ACKNOWLEDGMENT AND CHANGES**

These Terms and Conditions and the Privacy Policy referenced herein represent the entire understanding between you and Company regarding your relationship with Company and this Website and supersede any prior statements or representations. If any provision of these Terms and Conditions, or portion thereof, is determined to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Terms and Conditions and the remainder of the Terms and Conditions shall continue in full force and effect. Company's failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of Company's right to enforce such provision. Company reserves the right to change the Terms and Conditions at any time by posting changes online. Your non-termination or continued use of the Website after changes are posted constitutes your acceptance of the Terms and Conditions as modified by the posted changes.