TRES AGAVES 2026 GATHER IN GOOD SPIRITS
("SWEEPSTAKES")

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING RESIDENTS OF PUERTO RICO AND ALL U.S. TERRITORIES AND POSSESSIONS)

1. **ELIGIBILITY:** Sweepstakes is open only to legal residents of United States (excluding residents of Puerto Rico and all U.S. territories and possessions) who are 21 years of age or older at the time of entry. **The following are not eligible to enter the Sweepstakes**: (i) employees of Tres Agaves Productos, LLC, ("Sponsor") and its affiliated or subsidiary companies, including their officers, directors, shareholders, members, and employees, including employees' immediate family members*; (ii) federal and/or state licensed alcohol beverage retailers, wholesalers and brokers, including their employees* and employees' immediate family members*; (iii) Sponsor's advertising agencies, including their employees and employees' immediate family members*; (iv) members of any state alcohol beverage commission, including their employees and employees' immediate family members*; (iv) any company involved with the design, production, execution or distribution of this promotion, [including their employees and employees' immediate family members*]. *Immediate family members include spouses, parents, siblings, children, son-in-law, daughter-in-law, all lineal descendants, including those by adoption, or other household members. Entries not meeting all of the requirements stated herein will be disqualified and ineligible. All federal, state and local rules and regulations apply.

2. **SPONSOR:** Tres Agaves Productos, LLC, PO Box 248, Saint Helena, CA 94574

3. **SWEEPSTAKES PERIOD:** Sweepstakes begins on November 16, 2026 at 12:00PM Noon Pacific Time ("PT") and ends on November 20, 2026 at 11:59PM PT (the "Sweepstakes Period"), according to Sponsor's time clock.

4. **HOW TO ENTER:** Registration with Instagram is required to enter the Sweepstakes. Any time during the Sweepstakes Period, you must follow @tresagaves, like the Sweepstakes post on Instagram and tag two friends in the comments of the Sweepstakes post. By following @tresagaves, liking the Sweepstakes post and tagging two friends, entrant agrees they are entering the Sweepstakes and have read the Sweepstakes' Official Rules. All entry posts via Instagram must comply with the Instagram Terms of Use available at http://instagram.com/legal/terms/#, including any technical requirements (e.g., file size limits for uploaded photographs or character restrictions) and your account must be a "public" Instagram account in order for your entry to be viewed by Sponsors. **One entry per natural person, per day.** Should multiple users of

the same e-mail account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized subscriber of the e-mail account at the time of entry will be considered the entrant. Authorized account subscriber is defined as the natural person who is assigned an e-mail address by an internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any use of robotic, automatic, programmed or like means to enter the Sweepstakes will void all entries affected by such methods. Sponsor and its agencies are not responsible for unauthorized human intervention, phone, technical, network, electronic, computer, hardware or software failures, malfunctions or disconnects of any kind, or misdirected, illegible, incomplete, stolen, garbled, fragmented or delayed internet/e-mail computer/text transmissions or network/ISP/website internet accessibility; or for inaccurate, incorrect or incomplete capture of entry information.

5. **ODDS:** Odds of winning are determined by the number of eligible entries received.

6. **PRIZE:** One (1) Prize is available for this sweepstakes. The Prize is a five-hundred dollar ($500) Visa Gift Card. Visa Gift Card terms and conditions apply. **No alcoholic beverages are included in the prize.** Total Approximate Retail Value ("ARV"): $500.

7. **WINNER SELECTION AND NOTIFICATION:** The Winners will be selected among all eligible entries received, in one random drawing on or about November 30, 2026. The drawing will be conducted by an independent judging organization. Potential winner will be notified by e-mail using the information provided at the time of entry. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion.

8. **GENERAL:** Potential winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release and return it within three (3) days of attempted delivery to qualify as the winner of a prize. If there are insufficient entries or the potential winner forfeits a prize for any reason, the Sponsor **may** conduct an alternate drawing or choose to have the forfeited prize(s) remain unawarded. Winner consents to the use of their name, voice and/or likeness by the Sponsor for advertising purposes without additional compensation unless otherwise prohibited by law. Sponsor is not responsible for late, lost or misdirected mail or illegible information. All entries become the property of the Sponsor and will not be returned. Winner is responsible for all federal, state and local taxes not included above. By entering, participants and winner agrees to be bound by the Official Rules. Sponsor retains the discretion to make all decisions regarding the interpretation and application of the Official Rules, including any ambiguities. All decisions of the Sponsor and the independent judging organization are final and discretionary. By participating in the Sweepstakes, participants and winner release Sponsor and its parents, partners, affiliates, subsidiaries, officers, shareholders, members, agents employees, advertising agencies and all others associated with the development and execution of the Sweepstakes from and against any and all liability

with respect to or in any way arising from the Sweepstakes and/or use of the prize, including, without limitation, liability for personal injury, damage or loss.

9. **PRIVACY:** All personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, Entrants shall receive e-mail correspondence from, or on behalf of the Sponsor, subject to the Sponsor's privacy policy. Sponsor uses reasonable commercial efforts to comply with federal CAN-SPAM and Entrants may subsequently opt-out of receiving further e-mails by following the opt-out instructions contained in any commercial e-mail. Sponsor makes commercially reasonable efforts to comply with the TCPA. Entrants who expressly opt in to receiving information via text are opting in to receive a single text message and will not subsequently be contacted via text message or phone. Any text message notifications will be made with an autodialer. Any questions regarding privacy matters should be directed to the Sponsor at the address set out above. The information you provide in your entry form will be used for administering this Sweepstakes and for marketing purposes in accordance with Sponsor's privacy policy. Please refer to Sponsor's privacy policy at https://www.tresagaves.com/privacy/ for important information regarding the collection, use and disclosure of personal information by Sponsor.

10. **PUBLICITY:** Except where prohibited by law, the Selected Entrant's acceptance of a Prize constitutes permission for Sweepstakes Entities to use said Selected Entrant's name, photographs, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with the Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation.

11. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners in a random drawing from among all eligible, non-suspect entries received prior to action taken. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners in a random drawing from among all eligible, non-suspect entries received prior to action taken. You may not enter with multiple identities or e-mail addresses or use any system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Caution: Any attempt to deliberately damage or undermine the

legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and will result in disqualification from participation in the Sweepstakes. Should such an attempt be made, sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

12. **RELEASE AND LIMITATIONS OF LIABILITY:** Sponsor shall not be liable to the winners for failure to supply any prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Sponsor's control. By participating in the Sweepstakes, Entrants agree to release, discharge, indemnify and hold harmless the Sponsor, its parent, their respective subsidiaries or affiliate companies, and each such company's officers, directors, employees, representatives and agents and all others associated with the development and execution of this Sweepstakes (the "Releasees") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Releasees' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Releasees be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

13. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

14. **WINNERS LIST:** To obtain the names of the winners, please send an email to info@tresagaves.com on or after December 15, 2026.

15. **PRIZE FULFILLMENT:** Prizes will be awarded in 12-16 weeks following winner verification and the Sponsor's receipt of all required documents. Sponsor is not responsible for any delays beyond its control.

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All rights reserved. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. Please drink our wines responsibly.