

GALLOCAREERS.COM TERMS AND CONDITIONS

TERMS OF USE

Welcome to our website. The following Terms of Use (“Terms of Use”) govern your use of GalloCareers.com. These Terms of Use also apply to your use of our mobile apps and our official social media channels, including on Facebook, Twitter, Instagram, and LinkedIn (“Social Media Sites”), to the extent permitted by the social media platform’s terms of use. References to “we,” “our,” or “us” herein refer to E. & J. Gallo Winery, Gallo Vineyards, Inc. and Gallo Wine Sales of New Jersey, Inc. (collectively, “Gallo”), and references to our “Site” refer to GalloCareers.com, our mobile apps, and our Social Media Sites.

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I. By Using Our Site, You Agree to These Terms of Use

We may modify these Terms of Use. Each time you access our Site, it is your responsibility to review these Terms of Use for updates. Your continued use of the Site after we have posted any modifications means you accept such modified Terms of Use.

II. Privacy Practices

Any personal information submitted by you via our Site is governed by our [Privacy Policy](#). Please review this policy to understand how we may use your personal information and our other privacy practices.

III. Site Content is Protected by U.S. and International Laws

All content included in or made available through our Site, such as text, images, logos, graphics, and functionality, is the property of Gallo or its content suppliers and is protected by United States and international copyright, patent, trademark, trade secret, and other intellectual property laws. You may not use that content in any way whatsoever, except as expressly permitted by these Terms of Use (or in the case of copyright material, as permitted by United States copyright laws). Our trademarks and trade dress may not be used in connection with any other party's product or service in any manner that is likely to cause confusion among customers or in any manner that disparages us. Subject to your compliance with these Terms of Use, Gallo grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and make personal, non-commercial use of our Site. In no event may you use our Site, or any of its content, in any commercial manner. We may revise this consent to use, or withdraw access to, our Site at any time without notice to you and without incurring any liability to you.

IV. User Comments and Other Submissions

We welcome your comments and feedback regarding our Site and our products. We do not, however, accept confidential or proprietary information. By posting or submitting any comments, ratings, reviews, suggestions, ideas, photos, images, content, and any other submissions ("User Submissions") in connection with your use of our Site, you grant Gallo an irrevocable, perpetual, worldwide, royalty-free, fully-paid, non-exclusive, transferable license to use, make derivative works of and exploit the User Submissions in any manner without limitation (including for any commercial purpose) in any form of medium, whether now existing or developed in the future. You also grant Gallo the right to use (if it chooses)

the name that you submit in connection with the User Submission. You may not use a false e-mail address or otherwise mislead as to the origin of any User Submission. If you post or submit any User Submissions, you represent that those submissions are not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property or other rights, or otherwise injurious to any person or entity and that none of those submissions contain any viruses, trojan horses or any computer programming routines or engines that are intended to damage or gain unauthorized access to any computer system or network. You acknowledge that you may be personally liable for any User Submissions that you post or submit in violation of any laws, any third party's rights, or these Terms of Use.

V. Intellectual Property Complaints

If you believe that your intellectual property has been copied and/or provided to us in a way that constitutes copyright infringement, please provide us with the information specified below, in writing. Please do not use this procedure for any other purpose. Include the following information:

- Signature of person authorized to act on behalf of copyright owner;
- Description of copyrighted work;
- Description of where the infringing material is located on our Site;
- Your address, telephone number, and e-mail address;
- Statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or law; and
- Statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

If the content was removed under the take-down procedures of the United States Digital Millennium Copyright Act (“DMCA”), you may be able to file a DMCA counter-notification. In these cases, you'll receive further instructions about this process in the notification you receive from Gallo.

Our designated agent for notice of claims of copyright infringement is:

Kristi Whalen
Legal Department
600 Yosemite Blvd.
Modesto, CA 95354
(209) 341-6349
e-mail: Kristi.Whalen@ejgallo.com

VI. Electronic Communications

When you visit our Site or send e-mails or other communications from your desktop or mobile device, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications be in writing.

VII. Social Media Rules

We enjoy engaging with our customers and candidates via our Social Media Sites, but you must adhere to the below rules whenever you post on our Social Media Sites. You must be 21 or over to visit or post on our Social Media Sites and any communications regarding our products must not encourage or depict excessive consumption, underage drinking or misuse of our alcohol products. We reserve the right (but not the obligation) to remove any posts or content for any reason, including those that violate the below rules or that we deem offensive, inappropriate or unacceptable in our sole discretion, but we do not regularly review posted content. We take no responsibility for any content posted by you or any third party.

- **Respect Others.** Do not post any content that is derogatory, disparaging, sexist, or racist; promotes bigotry with respect to any protected group; or, is abusive, threatening, vulgar or obscene. Follow the golden rule – treat members of our community fairly and with respect. Nudity and sexually explicit content are not allowed.

- **Follow the Law.** Illegal activity or discussions encouraging illegal activity will not be tolerated.
- **Don't Infringe.** Do not use it unless you have the right to – this means, don't post photos, images, logos, songs, text or other content that you don't own or have the right to use.
- **Respect Privacy.** Do not post or solicit anyone's name, phone number, address, email address or other personal information. Don't spam or transmit junk mail.
- **21+ Only.** Do not post photos of, or otherwise feature or reference, any individual under the age of 21.

Of course, you must also abide by the terms of use of the social media platform.

VIII. Disclaimers

Our Site may contain links to other websites. We are not responsible for those websites, their content or any goods or services available on those websites. Inclusion of any linked website on our site does not imply approval or endorsement by us. When you access these third-party sites, you do so at your own risk.

While we are committed to safeguarding your privacy online, we cannot guarantee and make no representations that communications will be absolutely secure. By submitting your personal information to us, you acknowledge that there is no guarantee of security and that we have no liability for any interception or unauthorized access.

OUR SITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF OUR SITE IS AT YOUR OWN RISK.

IX. Liability Limitations and Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GALLO DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GALLO DOES NOT WARRANT THAT YOUR USE OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT

OUR SITE OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALTHOUGH GALLO ENDEAVORS TO PROVIDE ACCURATE PRODUCT INFORMATION, IT DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON OUR SITE. NEITHER GALLO NOR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, DEATH, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER OR NOT IT KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES, ARISING OUT OF OUR SITE OR YOUR PARTICIPATION IN ANY OF OUR PROMOTIONAL ACTIVITIES. IF THE ABOVE WARRANTY EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, YOU AGREE THAT OUR AGGREGATE LIABILITY SHALL NOT EXCEED \$100.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS GALLO AND ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, AND VENDORS FROM AND AGAINST ANY THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF YOUR BREACH OF THESE TERMS OF USE OR ARISING OUT OF ANY CONTENT THAT YOU POST.

Some states do not allow the exclusion or limitation of certain warranties or liabilities, in which case the above limitations or exclusions may not apply to you.

The terms in this Section IX do not apply to any claims that arise out of your application for employment or employment with, or the termination of your employment from, Gallo.

X. Governing Law and General

The laws of the State of California, USA, will apply to the interpretation and enforcement of the Terms of Use, without regard to principles of conflict of laws. If you are a New Jersey

resident, by using our Site, you agree that the exclusive venue for claims arising out of or relating to the Site are Burlington County Court for state law claims and the United States District Court for the District of New Jersey for federal claims. If you are a resident of a state other than New Jersey, by using our Site, you agree that the exclusive venue for claims arising out of or relating to the Site are Stanislaus County Superior Court for state law claims and the United States District Court for the Eastern District of California for federal claims.

These Terms of Use, and the other policies posted on our Site, constitute the entire agreement between you and Gallo regarding our Site. Gallo's failure to exercise any right under these Terms of Use does not operate as a waiver of such right. All section titles are for convenience and do not affect the meaning of any provision. All uses of "including" or "includes" may not be interpreted as limiting. If any provision is unlawful, void or unenforceable, that provision is deemed severable and will not affect any remaining provision.

XI. Additional Assistance

If you do not understand any of these Terms of Use or if you have any questions, please click our [Contact Us](#) link.

The effective date of these Terms of Use is **June 20, 2023**.