

TERMS AND CONDITIONS FOR TWIN CLUB LOYALTY PROGRAM

1. Program Overview

Twin Club is a customer loyalty program operated by Twin Liquors (referred to herein as "Twin Liquors," "we," "our," or "us"). By enrolling in or participating in Twin Club, you agree to these Terms and Conditions and Twin Liquors' Privacy Policy (discussed below).

Twin Liquors may modify, suspend, discontinue, or terminate Twin Club, any reward, benefit, promotion, offer, or these Terms and Conditions at any time, with or without notice, to the extent permitted by law.

Participation in Twin Club is voluntary and does not create any contractual right to continued membership or continued availability of any reward, benefit, discount, or offer.

2. Eligibility

Twin Club membership is available to individuals who are at least twenty-one (21) years of age and are residents of the United States. Membership is limited to one (1) account per individual and is non-transferable.

The following individuals and businesses are not eligible to participate:

- Twin Liquors employees;
- Mixed Beverage and Private Club Registration Permittees under the Alcoholic Beverage Code of Texas;
- Holders of a non-profit entity temporary event permit under the Alcoholic Beverage Code of Texas; and
- Any other account type designated by Twin Liquors as ineligible.

If Twin Liquors determines, in its sole discretion, that an account is being used for the benefit of an ineligible person or entity, Twin Liquors may suspend or terminate the account and revoke any associated rewards or benefits.

Membership is void where prohibited by law.

3. Enrollment and Account Activation

Membership is free and no purchase is required. Individuals may enroll in Twin Club either through participating retail stores (via a QR code) or online (at twinliquors.com). To enroll, individuals must provide accurate and complete information, including name, phone number, email address, date of birth, zip code, and any other information reasonably requested by Twin Liquors. Only one membership is allowed per person and per phone number and email address. Twin Liquors is not responsible for enrollment issues, communication failures, or lost

benefits resulting from inaccurate, incomplete, or outdated information. Members are responsible for maintaining accurate account information.

By enrolling in Twin Club, Members agree to receive account-related and promotional communications from Twin Liquors, including communications by email, text message, mail, telephone, push notification, or other available methods. Message and data rates may apply. Members may opt out of promotional communications at any time by following the instructions provided in those communications.

Account activation may take up to twenty-four (24) hours after enrollment. Until activation is complete, certain benefits may not be available; purchases made before account activation will not qualify for rewards; and benefits and rewards will not be applied retroactively.

Enrollment does not guarantee eligibility for every reward, benefit, discount, or promotion.

4. Member Rewards and Benefits

The following rewards and benefits are available to active Twin Club Members. All rewards and benefits are subject to availability and may be modified, suspended, or discontinued at any time. Rewards and benefits have no cash value unless expressly stated otherwise.

4.1 Welcome Reward

Eligible new Twin Club Members who provide a valid email address and date of birth receive either a one-time \$10 store credit (if enrolled in a store) or a one-time \$10 promotional code to be used online at twinliquors.com (if enrolled online) ("Welcome Reward"). The store credit must be used immediately upon enrollment and redeemed at the register for in-store purchases on the same day as enrollment in Twin Club and during business hours.

The following applies to the Welcome Reward:

- limited to one (1) Welcome Reward per Member;
- may be used only on eligible non-alcoholic merchandise, such as soft drinks, mixers, glassware, barware, and accessories;
- excludes alcoholic beverages; non-alcoholic wine, beer, and spirits; tobacco products; gift cards; and delivery fees;
- has no cash value;
- may not be combined with other offers unless expressly permitted; and
- unused portions of the Welcome Reward are forfeited.

4.2 Twin Sourced Discount

Eligible Twin Club Members receive ten percent (10%) off qualifying Twin Sourced wines and spirits ("Twin Sourced Discount"). The Twin Sourced Discount is subject to availability; applies only to products designated by Twin Liquors; is non-transferable; cannot be combined with any other discount or promotional offers; may be modified at any time; and is subject to product availability.

4.3 Birthday Discount

Eligible Twin Club Members receive a 20% discount on a one-time purchase for their birthday ("Birthday Discount"). The Birthday Discount is available for use starting on the Member's birthday and thereafter for the following 30 days. Members must provide a valid date of birth and email address at enrollment to qualify for the Birthday Discount. A valid government-issued ID confirming date of birth is required at redemption. The following are valid IDs: (1) an unexpired driver license issued by any state in the United States; (2) an unexpired identification card issued by the Texas Department of Public Safety; (3) an unexpired government issued passport; or (4) an unexpired military identification card or any other unexpired identification card issued by any state or the United States federal government.

The following applies to the Birthday Discount:

- limit one Birthday Discount per Member per calendar year;
- the Birthday Discount is only available in participating retail stores and not online at twinliquors.com;
- the Birthday Discount has no cash value;
- the Birthday Discount cannot be used on sale items, Twin Deals, Final Few, Bargain Barrel items, allocated items, and/or combined with other discounts or promotional offers unless otherwise stated; and
- Twin Liquors reserves the right to modify the Birthday Discount at any time.

4.4 Twin Rewards

Eligible Twin Club Members earn a \$5 Twin Reward for every \$100 spent on qualifying purchases during a calendar month ("Twin Rewards"). For purposes of Twin Rewards, "Qualifying Purchases" means merchandise purchases made through participating Twin Liquors retail stores or other channels designated by Twin Liquors that are eligible for reward accumulation. The Twin Rewards accumulate throughout the month in the Member's Twin Club account. Twin Rewards are issued and available for use in the Member's Twin Club account in the immediate month following the month they are earned. The Member's account is then reset for Twin Rewards at the beginning of each new month.

The following applies to Twin Rewards:

- are redeemable in-store only;
- may be used only on eligible non-alcoholic merchandise, such as soft drinks, mixers, glassware, barware, and accessories;
- excludes alcoholic beverages; non-alcoholic wine, beer, and spirits; tobacco products; gift cards; sales tax; and delivery fees;
- are available for use during the first 14 days of the month in which they are issued and must be redeemed in a single in-store transaction;
- any unused Twin Rewards that are not redeemed during the 14-day time period are forfeited and expire at 11:59 p.m. central standard time on the 14th day of the month in which they are issued;
- have no cash value;
- cannot be redeemed for cash or credit on the Member's Twin Club account; and
- cannot be combined with any other discounts, sales, or promotional offers.

Twin Liquors reserves the right to audit Member accounts and adjust, revoke, or correct reward balances in the event of error, fraud, misuse, or program abuse.

Unless otherwise designated by Twin Liquors, the following do not constitute Qualifying Purchases:

- gift card purchases; however, a gift card can be used to pay for Qualifying Purchases;
- purchases made through third-party delivery platforms;
- returned merchandise (the amount of the purchase will be deducted from the Member's balance for Twin Rewards, and this deduction could result in a negative balance);
- canceled transactions; and
- any other purchases designated by Twin Liquors as ineligible.

4.5 Exclusive Offers and Early Access

Eligible Twin Club Members may receive access to exclusive promotions, discounts, product releases, events, and early-access opportunities. Such offers are discretionary, may be limited in quantity, and may be modified or withdrawn at any time.

4.6 Free Delivery for Online Orders at twinliquors.com

Eligible Twin Club Members may receive free delivery on certain purchases made through twinliquors.com or the Twin Liquors mobile app. Availability, delivery areas, minimum purchase requirements, and other conditions may apply. Free delivery may not be available in all areas. See twinliquors.com for more information about delivery zones and availability for your area. Twin Club Members receive free delivery during specific time periods. The Free Delivery benefit does not apply to third-party delivery platforms.

4.7 Personalized Recommendations and Communications

Members may receive personalized recommendations, product alerts, promotional offers, and account-related communications based on account activity and preferences. Message frequency may vary. Standard message and data rates may apply. Members may opt out of promotional text messages by replying STOP and may unsubscribe from promotional emails at any time.

5. Earning and Redeeming Rewards

Members must identify themselves at the time of purchase as a Twin Club Member by using their registered phone number, account credentials, or another approved method. Twin Liquors is not responsible for purchases made when the Member failed to provide Member identification at checkout. Rewards and benefits are not applied retroactively and are only applied at the time of the sale. Rewards may only be redeemed through an active account in good standing. Twin Club rewards and benefits do not apply to purchases made through third-party delivery platforms unless otherwise stated.

Members are responsible for monitoring reward balances and expiration dates. No change will be provided where the Twin Rewards exceed the value of the purchase. Members are responsible for monitoring their accounts for Twin Rewards benefits and their expiration dates. Twin Liquors shall not be responsible or liable for any failure regarding redeeming Members' Twin Rewards or for any incorrect, inaccurate or failed communication with a Member for whatever cause.

6. Account Management

Members may view purchase history and account details through the Twin Liquors' online customer dashboard on twinliquors.com. Members are responsible for maintaining accurate account information. To update account information, contact Twin Liquors customer support or manage your account at twinliquors.com. Twin Liquors may require verification of account ownership before making account changes. Twin Liquors is not responsible for loss of rewards, benefits, or account access resulting from inaccurate, incomplete, or outdated information.

7. Program Changes, Suspension, and Termination

A Member may cancel membership in Twin Club at any time by contacting customer support at twinclub@twinliquors.com. Twin Liquors reserves the right to modify, suspend, restrict, discontinue, or terminate Twin Club, any reward, discount, benefit, promotion, or offer at any time, with or without notice. Twin Liquors may suspend or terminate a Member's account if Twin Liquors determines, in its sole discretion, that a Member has: (1) violated these Terms and Conditions; (2) engaged in fraud or abuse; (3) provided false information; (4) violated applicable law; (5) has been abusive, threatening, harassing, hostile; discriminatory, disruptive, or inappropriate toward any Twin Liquors employee, representative, or customer; or (6) otherwise

misused the Twin Club program. Upon termination, unused rewards and benefits may be forfeited to the extent permitted by law.

8. Privacy

Twin Liquors, its affiliates, and vendors may collect, process and/or use your personal information collected through Twin Club enrollment and participation in accordance with Twin Liquors' Privacy Policy available at twinliquors.com. In accordance with our privacy policy, Twin Liquors does not sell your personal information in exchange for money. Twin Liquors, its affiliates, and vendors may share your personal information for purposes of administering Twin Club and for other business purposes, including but not limited to, updating and enhancing the quality and content of Twin Club, the information we maintain about you, and selecting, stocking, pricing, and marketing store merchandise. From time to time, Twin Liquors may modify our Privacy Policy. By enrolling, Members consent to receiving marketing communications via text messages and email. Members may opt out at any time.

9. Disclaimer of Warranties and Limitation of Liability

Twin Club and all related rewards, benefits, discounts, promotions, communications, and services are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, Twin Liquors disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement. To the fullest extent permitted by law, Twin Liquors shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising from participation in Twin Club.

10. Governing Law and Venue

These Terms and Conditions shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles. To the extent a dispute is not subject to arbitration under Section 11, any legal action arising from or relating to Twin Club shall be brought exclusively in the state or federal courts located in Travis County, Texas, and each Member irrevocably submits to the jurisdiction of those courts.

11. Dispute Resolution and Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS AND CONTAINS A BINDING ARBITRATION AGREEMENT.

11.1 Informal Resolution; Notice of Dispute

Before initiating arbitration or filing a small claims suit as provided below, a Member agrees to first contact Twin Liquors Customer Support at twinclub@twinliquors.com and provide a written description of the dispute, the legal basis for the claim, the relief sought, and include copies of documents materially supporting the claim ("Notice of Dispute"). If Twin Liquors initiates the dispute, Twin Liquors will send a Notice of Dispute to the Member's last known address

provided in Twin Club via certified mail, return receipt requested. Following receipt of a Notice of Dispute, the parties shall engage in good-faith discussions for a period of thirty (30) days to attempt to resolve the dispute informally.

No party may commence arbitration until the expiration of the thirty (30) day notice and negotiation period, unless the parties mutually agree otherwise in writing. Failure to comply with the notice requirements of this Section shall constitute grounds for a stay or dismissal of the arbitration without prejudice until such requirements have been satisfied.

11.2 Agreement to Arbitrate

If informal resolution is unsuccessful, any claim, dispute, or controversy arising out of or relating to Twin Club, these Terms and Conditions, a Member's participation in the Program, rewards, benefits, communications, purchases associated with the Program, or the relationship between the Member and Twin Liquors, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be resolved exclusively through final and binding arbitration rather than in court. This arbitration agreement is governed by the Federal Arbitration Act. The arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. Unless otherwise required by law, arbitration shall take place in Travis County, Texas, or by virtual proceedings if permitted by the arbitrator. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of the arbitration agreement. Notwithstanding the foregoing, either party may bring an individual claim in small claim court if the claim qualifies and remains solely in that court. By agreeing to arbitration, Member and Twin Liquors each waive any right to a jury trial. Claims must be brought on an individual basis and not as a plaintiff or class member in any purported class, collective, representative, or private attorney general proceeding.

11.3 Severability and Survival

If any portion of this Section is determined to be unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law. This arbitration provision survives termination of membership and termination of the Program.

12. Contact Information

For questions about Twin Club, contact Twin Club Customer Support at twinclub@twinliquors.com or check out our website at twinliquors.com.