

DON JULIO POR AMOR TEXT TO WIN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS OF THE GREATER LOS ANGELES OR NEW YORK CITY AREAS,** WHO ARE 21 YEARS OF AGE OR OLDER. VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

**Greater Los Angeles area is defined as: Los Angeles County and Orange County, California; Greater New York City area is defined as: Bronx County, Kings County, Nassau County, New York County, Queens County, Richmond County and Westchester County in New York State and Bergen County, Essex County and Hudson County in New Jersey.

1. **Sweepstakes Period:** Sweepstakes begins at 12:01 a.m. Eastern Time (ET) on April 28, 2022 and ends at 11:59:59 p.m. (ET) on May 5, 2022.
2. **How to Enter:** There are TWO (2) ways to enter this sweepstakes.

A. Text Message Entry:

During the Sweepstakes Period, send a text message with the word “**AMOR**” from your handset addressed to 24272. To be entered in the Sweepstakes: send the text message; verify your age; provide your name, e-mail address and county within the Greater Los Angeles area or Greater New York City area (as defined above); and include a story of no more than 200 characters (approximately 30 – 50 words) discussing how you show love for a hobby, craft or other pursuit that you are passionate about. You will be charged for all text messages sent and received from your handset according to the terms in your individual Calling Plan with your cellular provider. For additional support, text HELP to 24272 or STOP to cancel at any time. Prize will be awarded to the name corresponding to the phone number from which the text message originated. By texting “AMOR” to 24272, you agree you are of legal age to purchase beverage alcohol in the U.S., a U.S. resident, and to receive recurring marketing SMS and MMS messages, including text messages, using an automatic telephone dialing system from Diageo Americas, Inc. You also agree to these official rules. **Message & Data Rates May Apply.** Text STOP in reply to any message to stop receiving our messages. You may also text HELP to 24272 for more information. Consent is not a condition of any purchase.

B. E-mail Entry:

During the Sweepstakes Period, send an e-mail to promotionalsweepstakes@avidinc.com with your name, date of birth, county within the Greater Los Angeles area or Greater New York City area (as defined above), and zip code as well as a story of no more than 200 characters (approximately 30 – 50 words) discussing how you show love for a hobby, craft or other pursuit that you are passionate about. Include in the subject line of the e-mail: “DIA4113965W DON JULIO Por Amor TTW Sweepstakes.” Prize will be awarded to the name corresponding to the e-

mail address from which the e-mail originated. **Internet access and a valid e-mail address are required.**

All entries (regardless of entry method utilized) must be received no later than 11:59:59 p.m. (ET) on May 5, 2022.

If you enter using a mobile device, wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to enter via e-mail or text message method; without limitation, for text message entry, a text messaging two-way capable handset is required. Wireless Internet access is not available in all areas.

There is a limit of one (1) entry per person, regardless of entry method. Multiple entries will automatically result in disqualification. No alterations or forged entries are permitted. Receipt of entry may be acknowledged but such acknowledgment is in no way otherwise binding upon Sponsor.

Story must be included along with personal information in the same text message or e-mail (as applicable). Do NOT include a link/attachment to text message or e-mail with story as this will result in entry being disqualified from the Sweepstakes.

Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect the ability of a person to text in and qualify; the ability of a person to send an e-mail and qualify; or the ability of the Sponsor to notify the winners. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, garbled, corrupted, jumbled, inaccessible, incomplete (including entries which omit story), incorrect entries or other Sweepstakes materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries become the property of the Sponsor and will not be returned.

Entrants' personal information will only be used for purposes of Sweepstakes administration unless an entrant expressly consents beforehand in writing to such other use by Sponsor. For more information, please review Diageo's Privacy & Cookie Notice at https://footer.diageohorizon.com/dfs/assets/www.donjulio.com/PrivacyPolicy_uen.html?locale=uen-us and Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.donjulio.com/TnC_uen.html?locale=uen-us. In the event of any discrepancy between the privacy and cookie notice and these Official Rules, the privacy and cookie notice shall control and govern; in the event of any discrepancy between the conditions of use and these Official Rules, the conditions of use shall control and govern.

3. Content of Story/Rights in Story:

Story shall not be confidential, proprietary or trade secret. Prospective entrant represents and warrants that story is their sole, original work and that it does not infringe upon the rights of any other party, including but not limited to any intellectual property, trade secret or other proprietary rights of any other party. Story shall NOT (a) reference persons consuming alcoholic beverages; (b) reference persons conducting themselves in

an inappropriate manner; (c) contain material that would state or imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination; (d) contain any material that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status; or (e) include a reference to any person who is or may be under 21 years of age. Story must be relevant to the theme of how the entrant shows love for a hobby, craft or other pursuit that they are passionate about; story should not address one's love for a political, religious or other cause or for a particular individual. Story must also be truthful without exaggerating one's proficiency or achievements in the corresponding hobby/craft/pursuit. Obscene, provocative, lewd or otherwise objectionable content or that which reflects poorly on the DON JULIO brand are prohibited and will not result in Sweepstakes entry (even if person submitting such story is eligible for the Sweepstakes and otherwise in compliance with these Official Rules) and the determination of the appropriateness of any story is at the sole discretion of the Sponsor and/or the independent third party judging organization ("Judges").

Submission of story as part of an entry in the Sweepstakes grants Sponsor the right to use, publish, adapt, edit and/or modify such entry in any way, in whole or in part, and to use the story, and any ideas or concepts contained therein, in commerce and in any and all media now known or hereafter discovered, worldwide, including but not limited to www.donjulio.com, the official DON JULIO brand pages on social media platforms or otherwise, without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the story. Submission of story as part of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in and to the story, including but not limited to all intellectual property rights and proprietary rights worldwide.

- 4. Prizes: FIVE (5)** Grand Prize winners will be awarded a DON JULIO Por Amor prize package, which includes a \$150 gift card (subject to terms and conditions of issuer; Sponsor to determine issuer in its sole discretion); an assortment of cocktail garnishes and mixes; glassware; and a recipe customized for winner based on the content of his/her story. **Alcohol beverages are not part of the Grand Prize.** Approximate Retail Value of Grand Prize is \$500.00 each. Total Approximate Retail Value of all Grand Prizes is \$2,500.00.

Specific cocktail garnishes and mixes will be selected by Sponsor in its sole discretion. Should Grand Prize winner have any dietary restrictions, it is his/her sole responsibility to advise Sponsor of same at time of prize award. Sponsor will endeavor to accommodate such dietary restrictions by providing alternative garnishes/mixes, with the specific alternative options being determined by Sponsor in its sole discretion. Sponsor disclaims any liability as to the cocktail garnishes/mixes selected or any alternative option(s) for same (if and as applicable) if they are not to the Grand Prize winner's taste or for any other reason.

Prize will only be delivered to a street address within either the Greater Los Angeles area or Greater New York City area, as defined above.

Any and all unspecified expenses incurred in conjunction with prize acceptance and use are the sole responsibility of Grand Prize winner. Grand Prize must be accepted as set forth above; if prize is declined, no alternative prize or compensation will be awarded.

5. Winner Determination:

Winners will be determined in a random drawing on or about May 7, 2022 by Judges, whose decisions will be final in all matters relating to the Sweepstakes. The content of the story included as part of entry will **NOT** be taken into account in the winner selection procedure; however, story must comply with these Official Rules (including Paragraph 3 above) in order for entry to be eligible. Odds of winning a prize will be determined by the total number of eligible entries received. Winners will be notified by e-mail and/or phone (method[s] of notification to be determined by Sponsor/Judges in their sole discretion taking into account how winner entered the Sweepstakes) on or about May 10, 2022.

Winners will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within three (3) days of notification or prize will be forfeited and may be awarded to another winner at sponsor's sole discretion. If winner cannot be located or does not respond to attempt to be notified within two (2) days, prize will automatically be forfeited, and an alternate winner may be selected at sponsor's sole discretion.

Winners agree that an electronic signature/affirmation or facsimile version of the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) shall have the same legal force and effect as a hand-signed document. Notwithstanding the foregoing, should Judges determine in their sole discretion that the electronically signed/affirmed/facsimile version of the Affidavit/Release is not acceptable, Judges may condition award of prize on return of the actual hand-signed document.

Except where prohibited, acceptance of prize constitutes winner's consent to use of his/her name, likeness and biographical data for advertising and promotional purposes without additional compensation.

Prize information will be provided to winner upon proof of eligibility. Winner must furnish valid proof of age (for example, a driver's license, birth certificate or passport). An Affidavit/Release must be provided to Judges before prize can be received. No prize will be awarded unless the Affidavit/Release has been received by Judges.

- 6. Eligibility:** This Sweepstakes is open only to legal U.S. residents of the Greater Los Angeles area or Greater New York City area (as defined above), who are 21 years of age or older at the time of entry. Void elsewhere and where prohibited or restricted by law. Employees of the following entities and members of their families or households are not

eligible for participation under any circumstances: Diageo Americas, Inc. and its affiliates, printers, advertising and promotion agencies (including Judges), alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

- 7. General Conditions:** Entry in the Sweepstakes constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No substitution of prize or cash equivalent except at Sponsor's sole discretion (excluding the gift card element of the prize where the ability to redeem gift card for cash value is required by law). Limit one (1) prize per family, household or address. Elements of prize may differ from images of same in Sweepstakes advertising, with Sponsor disclaiming any and all liability in conjunction therewith. Sponsor reserves the right to deliver various elements of prize separately. Prize is non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on the prize are winner's sole responsibility. By accepting prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking to redeem said prize. Sponsor reserves the right to conduct a background check of any criminal records of Grand Prize winners. To the extent necessary and permitted by law, Grand Prize winners shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify Grand Prize winner based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of Grand Prize.

Entrants hereby agree to indemnify and hold Sponsor as well as Meta Platforms, Inc. (formerly, Facebook, Inc.) harmless from and against any third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including attorney fees and court costs, arising out of any breach or alleged breach of any of the warranties and representations set forth above and/or participation in this Sweepstakes (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of the prize awarded (including any travel or activity related thereto). SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING THE PRIZE (OR ANY ELEMENT THEREOF), INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE. THE ONLY WARRANTIES – IF ANY – ARE OF THOSE OF THE APPLICABLE PRIZE SUPPLIER. (AS FOR GIFT CARD ELEMENT OF PRIZE, THE PRECEDING INCLUDES NOT ONLY THE GIFT CARD ITSELF BUT ANY GOODS/SERVICES FOR WHICH GIFT CARD IS REDEEMED.)

The value of the prize won by a participant under the sweepstakes may be taxable as income to its winner. Winner is solely responsible for any and all taxes and/or fees associated with the prize. Upon receipt of prize, the winner shall be required to comply with any and all applicable federal, state and local laws, rules and regulations.

In consideration of his/her receipt of any prize, prize winner for himself or herself and his or her guest, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties as

well as Meta Platforms, Inc. (formerly, Facebook, Inc.) against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind or nature, known or unknown, absolute or contingent, and whether or not fixed, which the prize winner ever had, now has or might in the future have arising in any way or related to this Sweepstakes, including, but not limited to, prize winner's participation in the Sweepstakes; prize winner's Sweepstakes entry; use of prize winner's name, biographical information, signature, image or likeness; prize winner's receipt, use or inability to use any prize or part thereof, including but not limited to injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate this promotion, or any part thereof, at any time, for any reason, without notice or further obligation.

8. **Text Message Entries:** Sweepstakes is intended for participation only in the Greater Los Angeles area and Greater New York City area (as defined above) and shall be construed only according to United States law. In case of dispute as to identity of entrant, entry will be declared made by the authorized account holder of the cellular provider. "Authorized Account Holder" is defined as the natural person who is assigned a number by the cellular provider or as shown on the cellular provider's records. Sponsor and its agencies are not responsible for SMS entries not received due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by any human or technological error that may occur in the processing of entries in this Sweepstakes. Any other attempted form of entry not specified herein is prohibited; no automatic, programmed; robotic or similar means of entry are permitted.
9. **Electronic Entries:** In the event of a dispute, e-mail entries will be deemed made by the authorized account holder of the e-mail address used to submit e-mail entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, or incomplete entries; corrupted, jumbled, interrupted, irregular or defective entries or entries not received or properly recorded due to lost, failed, delayed or interrupted connections or miscommunications or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of entries (including the e-mail entry being categorized as "SPAM," blocked or not timely delivered for any reason). Sponsor and its agencies are also not responsible for incorrect or inaccurate entry information, whether caused by users or by any human or technological error that may occur in the processing of entries in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Sweepstakes, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Sweepstakes. CAUTION:

ANY ATTEMPT BY A PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR SEEK TO DEFRAUD SPONSOR OR JUDGES IN CONJUNCTION WITH THE IMPLEMENTATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. Winners' List:** For winners' list, please send a self-addressed stamped envelope to DIA4113965 DON JULIO Por Amor TTW Sweepstakes, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by June 6, 2022 and received by June 21, 2022.

This Promotion is in no way sponsored, endorsed or administered by, or otherwise associated with, Facebook or Instagram.

Sponsor: Diageo Americas, Inc., New York, NY.

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Please Drink Responsibly.