

DON JULIO PRIMAVERA SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Sweepstakes Period:** Sweepstakes begins at 12:01 a.m. Eastern Time (ET) on April 15, 2022 and ends at 11:59:59 p.m. (ET) on April 22, 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 “PRIMAVERA” from your handset addressed to 24272. Once you send the text message, verify your age and provide your name, state and zip code, you will be automatically entered into the Sweepstakes. 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 “PRIMAVERA” 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.

**Such marketing messages will include special promotional offers from Sponsor regarding the DON JULIO PRIMAVERA brand of tequila.

B. Email Entry:

During the Sweepstakes Period, send an e-mail with your name, date of birth, state, and zip code to promotionalsweepstakes@avidinc.com. Include in the subject line of the e-mail: “DIA4050488W DON JULIO PRIMAVERA Sweepstakes.” By sending an e-mail, you agree to receive special promotional offers from Sponsor regarding the DON JULIO PRIMAVERA brand of tequila. 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 April 22, 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.

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 winner. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, garbled, corrupted, jumbled, inaccessible, incomplete, 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.

- Prize:** ONE (1) Grand Prize winner will be awarded a trip to Miami, Florida to attend an event with the opportunity to "meet and greet" Chase Stokes. Winner will receive a trip for him/herself and up to three (3) guests (each of whom must be 21 years of age or older). Trip is for three (3) days, two (2) nights, including: roundtrip coach air travel from major commercial airport nearest winner's residence to Miami, Florida; two (2) nights' accommodations (standard room, double occupancy) at hotel of Sponsor's choosing in Miami; ground transportation with ride-hailing service provider in Miami (up to \$1,600); one (1) \$1,000 gift card. **Alcohol beverages are not part of the prize.** Trip itinerary (including flights) will be determined by Sponsor in its sole discretion; trip is offered subject to availability and other restrictions.

Trip must be taken Friday, April 29, 2022 – Sunday, May 1, 2022 so as to attend event. If Grand Prize winner is not available on such dates for any reason, prize will be forfeited without compensation and an alternate winner may be selected (time permitting).

SPECIAL CAUTION: COVID-19: Grand Prize winner and his/her guests understand and agree that travel is inherently dangerous due to the COVID-19/Coronavirus epidemic/pandemic; and, to the fullest extent permitted by law, each assumes any and all risks of illness or injury which may arise directly or indirectly, in whole or in part, from prize travel. Without limitation, Grand Prize winner and his/her guests expressly acknowledge that, notwithstanding the safety precautions taken by air carrier, hotel property, ride-hailing service provider and otherwise in conjunction with prize travel, it is possible that he/she may still contract COVID-19/Coronavirus and/or infect others. Additionally, Grand Prize winner and guests understand and agree that, in response to economic and/or social conditions engendered by COVID-19/Coronavirus (including but not limited to any regulations/laws imposed by the United States, the State of Florida or any political subdivision of either of the foregoing), Sponsor may be compelled to modify, postpone or even cancel outright the trip perhaps with little (if any) advanced notice; and, in such case, Sponsor's liability to Grand Prize winner will not exceed the value of the prize (as set forth below), with Sponsor having no liability whatsoever to guests. Grand Prize winner and guests further understand and agree that Sponsor has not obtained any travel or other insurance for them relative to the trip. In all cases, Grand Prize winner and guests indemnify, release and agree to hold

harmless Sponsor as well as the management and representation of Mr. Stokes (and Mr. Stokes personally) from any and all liability which may arise directly or indirectly, in whole or in part, from the trip.

Mr. Stokes's participation in the meet-and-greet opportunity is subject to his availability. The meet-and-greet opportunity will be supervised by a representative of Sponsor and/or Mr. Stokes' management and representation. If Mr. Stokes cannot attend event for any reason, the liability of Sponsor and the management and representation of Mr. Stokes (as well as Mr. Stokes personally) shall be limited to the award of the remaining elements of the Grand Prize. Winner and guests understand and agree that Mr. Stokes, in his sole discretion, will determine whether (or not) to autograph items and pose for photos/videos ("selfies") with winner and guests. Additional restrictions may apply meet-and-greet opportunity; such as, acceptable attire and agreement to be filmed during same.

Gift card component of prize is subject to the terms and conditions of gift card issuer. Sponsor will determine the issuer of the gift card in its sole discretion.

Ground transportation element of prize is subject to terms and conditions of ride-hailing service provider. Sponsor will determine the ride-hailing service provider in its sole discretion. Should any of the \$1,600 value of ground transportation element of prize not be used by winner during trip, it may be forfeited. Conversely, should cost of ground transportation during trip exceed \$1,600 value, winner and guests shall be solely responsible for such additional cost.

Grand Prize winner and all of his/her guests must conduct themselves at all times in a socially responsible, respectful and appropriate manner including (a) following all private guidance and governmental mandates intended and designed to prevent contracting and/or spreading COVID-19/Coronavirus (such as, maintaining social distancing, quarantines, mask-wearing and testing for the virus); (b) refraining from antagonizing, insulting, threatening, verbally abusing, defaming or embarrassing Mr. Stokes; and (c) following instructions of representatives of Sponsor and the management and representation of Mr. Stokes (as applicable). Noncompliance may result in Grand Prize being immediately terminated and the Sponsor as well as the management and representation of Mr. Stokes (and perhaps Mr. Stokes personally) may pursue other legal sanctions against the winner and/or guest(s) engaged in such conduct, as applicable.

If Grand Prize winner chooses to travel without the full complement of three (3) guests, Grand Prize will be awarded in increments appropriate for the actual number of travelers (including the winner him/herself) and no substitute prize or compensation will be awarded and, accordingly, the Grand Prize value will be less than the amount indicated below.

If Grand Prize winner lives within reasonable driving distance of Miami (as determined by Sponsor in its sole discretion), air travel component of prize will be replaced with ground transportation and no substitute prize or compensation will be awarded and, accordingly, the Grand Prize value will be less than the amount indicated below.

Any and all unspecified expenses incurred in conjunction with prize travel (meals, souvenirs and other incidentals) are the sole responsibility of Grand Prize winner and guests. Prize must be accepted as set forth above; if any element of prize is unclaimed or unused by winner, such prize element will be forfeited without compensation.

Approximate Retail Value of Grand Prize is \$9,600.00. Retail value of Grand Prize may vary depending on point of departure and other factors.

4. Winner Determination:

Winner will be determined in a random drawing on April 25, 2022 to be conducted by a third party independent judging organization (“Judges”), whose decisions will be final in all matters relating to the Sweepstakes. Odds of winning the prize will be determined by the total number of eligible entries received. Winner 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 April 25, 2022 (beginning after 8:30 AM local time). **Judges expressly disclaim any and all liability in conjunction with inability to contact potential winner including but not limited to any notification which is late, lost, delayed or undeliverable.**

Winner will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within nine (9) hours of notification (or, such shorter period of time as indicated thereon) or prize will be forfeited and may be awarded to another winner at sponsor's sole discretion and time permitting. If winner cannot be located or does not respond to attempt to be notified within three (3) hours (or, such shorter period of time as indicated thereon), prize will automatically be forfeited, and an alternate winner may be selected at sponsor's sole discretion (again, time permitting).

Each guest of Grand Prize winner must sign and return a Liability Release and a Publicity Release (where lawful) within nine (9) hours of notification of winner (or, such shorter period of time as indicated thereon). If guest(s) fails to do so or if guest(s) does not timely return the signed Liability Release and a Publicity Release (where lawful) but is a “no show” for travel, such guest(s) will be excluded from trip and Grand Prize winner must accept the prize without the full complement of three (3) guests; and, in such case, winner will not receive any substitute prize or compensation in conjunction therewith and, accordingly, the Grand Prize value will be less than the amount indicated above.

Winner and his/her guests each agree that an electronic signature/affirmation or facsimile version of the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) or Liability Release and Publicity Release (where lawful), as applicable, 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 (for winner) or Release (for any guest) is not acceptable, Judges may condition award of prize or taking the trip as one of winner's guests (as applicable) 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.

5. **Eligibility:** This Sweepstakes is open only to legal residents of the United States and the District of Columbia, who are 21 years of age or older at the time of entry. Void 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. Employees of the management and representation of Mr. Stokes (as well as Mr. Stokes personally) and members of their families or households are also not eligible to participate. All federal, state and local laws apply.
6. **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). 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. It is the winner's sole responsibility to arrange transportation to and from the departure airport selected by Sponsor; and winner and all guests must travel together on the same itinerary as set by Sponsor in its sole discretion. Sponsor reserves the right to conduct a background check of any criminal records of Grand Prize winner and his/her guests. To the extent necessary and permitted by law, Grand Prize winner and his/her guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify Grand Prize winner and his/her guests based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

Entrants hereby agree to indemnify and hold Sponsor as well as Meta Platforms, 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), including but not limited to any injury/damage/loss arising directly or indirectly, in whole or in part, from exposure to COVID-19/Coronavirus. 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 ENTITY SUPPLYING THE APPLICABLE SERVICE WHICH IS PART OF THE PRIZE. (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. Grand Prize winner will be issued an IRS Form W-9 with the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) and a subsequent IRS Form 1099. 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, the management and representation of Mr. Stokes (as well as Mr. Stokes personally) and Meta Platforms, 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, including but not limited to any injury/damage/loss arising directly or indirectly, in whole or in part, from exposure to COVID-19/Coronavirus.

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.

7. **Text Message Entries:** Sweepstakes is intended for participation in the United States only 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.
8. **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 DELIBERATELY DAMAGE ANY WEBSITE, 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.**

9. **Winner's List:** For winner's list, please send a self-addressed stamped envelope to DIA4050488W DON JULIO PRIMAVERA Sweepstakes, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winner's list must be postmarked by May 23, 2022 and received by June 7, 2022.

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

DON JULIO PRIMAVERA Tequila. 40% Alc/Vol. © 2022 Imported by Diageo Americas, New York, NY.

Please Drink Responsibly.

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