

DIAGEO + DRIZLY “OOO” RTD TTW SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE (50) STATES 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. **To Enter:** This Sweepstakes begins at 12:01 a.m. Eastern Time (“ET”) on June 28, 2022 and ends at 11:59:59 p.m. (ET) on July 7, 2022.
2. **There are two (2) ways to enter this sweepstakes for a chance to win a prize of a getaway trip.** As per Rule 3 below, there is a different getaway trip to a particular destination for each of the three (3) participating Diageo brands as follows:

Diageo Brand	Destination	Code Number
CÎROC Vodka Spritz	Key West, Florida	1
CROWN ROYAL Blended Canadian Whisky	Seattle, Washington	2
LOYAL 9 Cocktails	Los Angeles, California	3

a. Entry Method No. 1 - During the Sweepstakes Period, send a text message with **GETAWAY** from your handset addressed to 24272. Once you send the text message, you will need to verify your age and provide your e-mail address. You will then receive another text message requesting your choice of getaway trip; to complete the entry procedure and enter the Sweepstakes, reply to this text message with the Code Number corresponding to your choice of getaway trip. You must provide a Code Number with your choice of getaway trip in order to be entered; sending text message with GETAWAY, verifying your age and providing your e-mail address, without also providing a Code Number, will not result in entry. 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. No alterations or forged entries are permitted. Receipt of entry will be acknowledged but such acknowledgment is in no way otherwise binding upon Sponsor. All entrants using Entry Method No. 1 must have a text messaging two-way capable handset and digital service in order to enter the Sweepstakes using Entry Method No. 1. Prize will be awarded to the name corresponding to the phone number from which the text messages originated. By texting **GETAWAY** to 24272, you agree you are of legal age to purchase beverage alcohol in U.S., 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. Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to participate. Check your phone capabilities for specific text messaging instructions. Text messaging service is not available in all areas.

- b. **Entry Method No. 2** – TO ENTER WITHOUT TEXT, send an e-mail with your name, phone number, date of birth, state, zip code and Code Number corresponding to your choice of getaway trip to promotions@avidinc.com. Include in the subject line of the e-mail: DIA4240582W DIAGEO + DRIZLY “OOO” RTD TTW SWEEPSTAKES.

INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED FOR

ENTRY METHOD NO. 2. If sending e-mail entry via 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 for e-mail entry. Wireless Internet access is not available in all areas. Prize will be awarded to the name corresponding to the e-mail address from which the e-mail originated.

REGARDLESS OF ENTRY METHOD UTILIZED, ALL ENTRIES MUST BE RECEIVED BY 11:59:59 P.M. (ET) ON JULY 7, 2022.

There is a limit of one (1) entry per person regardless of method of entry; a person may enter by sending a text message OR by e-mail but NOT by using both methods. Multiple entries will automatically result in disqualification.

A given entry may only include one (1) Code Number which will result in one (1) entry in the random drawing for a chance to win the corresponding getaway trip prize. The inclusion of more than one (1) Code Number or the omission of a Code Number will automatically result in disqualification. In addition, entry will only be accepted if a Code Number is submitted in the following format: “1.” By way of example, for the CÎROC Vodka Spritz getaway trip, **ONE, One or 001** as well as use of any other identifier for the corresponding getaway trip is not valid and will not result in entry.

Submission of required information without a Code Number will not result in entry, nor will submission of Code Number without the required information.

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, 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.diageo.com/PrivacyPolicy_en.html?locale=en-gb and Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.diageo.com/TnC_en.html?locale=en-gb. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy 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.

2. Prizes/Value:

Three (3) Prizes will be awarded in total: One (1) Prize awarded for CROWN ROYAL Blended Canadian Whisky; One (1) Prize awarded for LOYAL 9 Cocktails; One (1) Prize awarded for CÎROC Vodka Spritz.

Each Prize is a getaway trip for winner and one (1) guest (who must be 21 years of age or older) to the destination corresponding to the applicable Diageo brand as set forth above. The CROWN ROYAL Blended Canadian Whisky getaway trip is for 5 days/4 nights; the LOYAL 9 Cocktails and CÎROC Vodka Spritz getaway trips are each for 3 days/2 nights.

Each getaway trip includes: roundtrip coach air travel from major commercial airport nearest winner's residence to corresponding destination; standard hotel accommodations (double occupancy); \$100 gift card; \$150 voucher for ride-hailing service. (For gift card and voucher: issuer will be selected by Sponsor in its sole discretion; issuer's terms and conditions apply.)

The CROWN ROYAL Blended Canadian Whisky getaway trip also includes three (3) days' admission to Seattle's annual summer music and cultural festival.

The LOYAL 9 Cocktails getaway trip also includes a private surfing lesson and priority admission to a renowned Los Angeles comedy club.

The CÎROC Vodka Spritz getaway trip also includes a sunset yacht excursion.

For CROWN ROYAL Blended Canadian Whisky getaway trip:

Getaway trip must be taken so as to attend the Festival, July 22 – 24, 2022. If 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).

Should winner and/or guest elect not to attend all days of Festival, no substitute prize or compensation will be awarded. Tickets are subject to terms and conditions of Festival operator, including use of wristband for Festival re-entry and consent to search upon entry/re-entry. Festival is a rain-or-shine event. Venue restrictions apply. Tickets are not for re-sale.

For LOYAL 9 Cocktails getaway trip:

Surfing lesson will last for approximately ninety (90) minutes, with instructor/surfing school selected by Sponsor in its sole discretion. Surfing lesson is provided weather permitting. Entrants understand and agree that surfing is an inherently dangerous activity due to myriad hazards,

including but not limited to weather conditions, the natural marine environment (including marine life), man-made obstacles and other surfers. **Winner and guest should only engage in surfing if each accepts these risks and has more than novice ability to swim.** Sponsor has not obtained any insurance for winner or guest in conjunction with participation in surfing lesson.

Tickets are subject to terms and conditions of operator of comedy club. Ticket type and seat location are of Sponsor's sole choosing.

For CÎROC Vodka Spritz getaway trip:

Yacht experience will last for approximately one-hundred twenty (120) minutes, with yacht operator selected by Sponsor in its sole discretion. Winner and guest must follow all instructions of captain of vessel at all times, including but not limited to wearing a life jacket. Yacht experience is provided weather permitting. Sponsor has not obtained any insurance for winner or guest in conjunction with participation in yacht experience.

For LOYAL 9 Cocktails and CÎROC Vodka Spritz getaway trips:

Trip is subject to blackout dates as well as advanced notice requirements and must be completed **within two (2) months** of winner notification (i.e., on or about September 11, 2022). **If winner cannot commit to complete travel by such deadline for any reason, prize will be forfeited without compensation and an alternate winner may be selected (time permitting).**

FOR ALL GETAWAY TRIPS:

Trip itinerary will be determined by Sponsor in its sole discretion. Without limitation, Sponsor shall determine flights and hotel accommodations. Trip is offered subject to availability and other restrictions.

SPECIAL CAUTION: COVID-19: Winners and their 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, winners and their guests expressly acknowledge that, notwithstanding the safety precautions taken by air carrier, hotel property and otherwise in conjunction with prize travel, it is possible that he/she may still contract COVID-19/Coronavirus and/or infect others. Additionally, winners 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 wherein corresponding destination is located, the State of point of departure for travel to corresponding destination, or any political subdivision of any of the foregoing), Sponsor may be compelled to modify, postpone or even cancel outright the corresponding getaway trip perhaps with little (if any) advanced notice; and, in such case, Sponsor's liability to the affected winner will not exceed the value of the prize (as set forth below), with Sponsor having no liability whatsoever to his/her guest. Winners and their guests further understand and agree that Sponsor has not

obtained any travel or other insurance for them relative to the getaway trip. In all cases, winners and their guests indemnify, release and agree to hold harmless Sponsor from any and all liability which may arise directly or indirectly, in whole or in part, from the getaway trip.

Winners and their guests must conduct themselves at all times in a socially responsible, respectful and appropriate manner (including 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) and following all instructions of travel service providers and other prize suppliers; and, should any winner and/or any guest fail to do so, prize may be immediately terminated and the Sponsor may pursue other legal sanctions against the winner and/or guest, as applicable.

If winner chooses to travel without a guest, prize will be awarded in increments appropriate for the actual number of travelers (i.e., only for the winner him/herself) and no substitute prize or compensation will be awarded and, accordingly, the prize value will be less than the amount indicated below.

If winner lives within reasonable driving distance of corresponding destination (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 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 winners and their 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.

Alcohol beverages are not part of any prize.

APPROXIMATE RETAIL VALUE OF EACH PRIZE: \$2,500.00

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: \$7,500.00

3. Winner Determination:

Winners will be determined via random drawing on or about July 11, 2022, with a separate random drawing for each of the three (3) Diageo brands/getaway trips. Each Diageo brand/getaway trip random drawing will consist of all eligible entries received wherein the corresponding Diageo brand/getaway trip was selected via inclusion of applicable Code Number. (Eligible entries are only valid for the Diageo brand/getaway trip random drawing associated with the Code Number included in his/her entry). All random drawings will be conducted by an independent, third-party judging organization ("Judges"), whose decisions will be final in all matters relating to this Sweepstakes. Odds of winning a prize will be determined by the total number of eligible entries received for applicable Diageo brand/getaway trip random drawing. Winners will be notified by phone, text and/or e-mail beginning on or about July 11, 2022 at

approximately 1:30 p.m. ET; method[s] of notification is of Sponsor's sole determination as well as depending upon Entry Method utilized by selected entrant, as applicable.)

Winner of the CROWN ROYAL Blended Canadian Whisky getaway trip will be required to sign an affidavit of eligibility, a liability release and a publicity release (where lawful) **within two (2)** days of notification (or shorter amount of time as Sponsor may designate thereon) or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion, time permitting. If CROWN ROYAL Blended Canadian Whisky getaway trip winner cannot be located or does not respond to attempt to be notified **within one (1) day** (or shorter amount of time as may be designated by Sponsor), prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion (again, time permitting). Guest of CROWN ROYAL Blended Canadian Whisky getaway trip winner must sign and return a Liability Release and a Publicity Release (where lawful) within **two (2) days** of notification of winner (or such shorter amount of time that Sponsor may designate at time of winner notification).

Winners of the LOYAL 9 Cocktails and CÎROC Vodka Spritz getaway trips 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 shorter amount of time as Sponsor may designate thereon) or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion, time permitting. If winner of LOYAL 9 Cocktails or CÎROC Vodka Spritz getaway trip cannot be located or does not respond to attempt to be notified **within two (2) days** (or shorter amount of time as may be designated by Sponsor), prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion (again, time permitting). Guests of LOYAL 9 Cocktails and CÎROC Vodka Spritz getaway trip winners must sign and return a Liability Release and a Publicity Release (where lawful) within **three (3) days** of notification of winner (or such shorter amount of time that Sponsor may designate at time of winner notification).

In all cases, if guest fails to timely return the Liability/Publicity Release or *does so* but is a "no show" for prize travel, prize will be awarded in increments appropriate for the actual number of travelers (i.e., only for the winner him/herself) and no substitute prize or compensation will be awarded and, accordingly, the prize value will be less than the amount indicated above.

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 details 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 of Eligibility, Liability Release and Publicity Release (where lawful) must be provided to Judges before prize can be received. No prize will be awarded unless the Affidavit has been received by the Judges.

Winners and their guests agree that an electronic signature/affirmation or facsimile version of the Affidavit of Eligibility, Liability Release and Publicity Release (where lawful) [for winner] or Liability Release and Publicity Release (where lawful) [for guest] shall have the same legal force and effect as a hand-signed document. Notwithstanding the foregoing, should Sponsor determine

in its sole discretion that the electronically signed/affirmed/facsimile version of the Affidavit of Eligibility, Liability Release and Publicity Release (where lawful) [for winner] and/or Liability Release and Publicity Release (where lawful) [for guest] is not acceptable, Sponsor may condition award of prize on the winner's return of the actual hand-signed document and/or condition accompanying winner on prize trip on guest's return of the actual hand-signed document, as appropriate.

4. **Eligibility:** This Sweepstakes is open only to legal residents of the (50) states of the United States or the District of Columbia, who are 21 years of age or older at the time of entry. Void where prohibited 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., Drizly, LLC and (as applicable) their respective affiliates, printers, advertising, and promotion agencies (including Judges), alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

5. **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. (The preceding excludes the cash redemption of gift card elements of prize, where required by applicable law.) Limit one (1) prize per household, family or address. Prizes are non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on prize are winner's sole responsibility. By accepting the 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 for the corresponding getaway trip, as selected by Sponsor; and winner and his/her guest 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 winners and their guests. To the extent necessary and permitted by law, winners and their guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify a winner and his/her guest 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, Drizly, LLC, 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), 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.

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. Each 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 a 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, Drizly, LLC, 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, 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.

6. **Text Message Entry Conditions:** 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 messages/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 SMS messages/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.

7. **ELECTRONIC/E-MAIL 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 any 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.**

8. Winners’ List: For winners’ list, please send a self-addressed stamped envelope to DIA4240582W DIAGEO + DRIZLY “OOO” RTD TTW SWEEPSTAKES, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners’ list must be postmarked by August 8, 2022 and received by August 22, 2022.

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

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Please Drink Responsibly.

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