

THE DIAGEO TFF FIRST DRINK ON US OFFER

TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF QUALIFYING PURCHASE.*

OFFERED ONLY IN NEW YORK. VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

VALID WHILE SUPPLIES LAST.

THIS OFFER IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH VENMO® OR PAYPAL, INC. VENMO ACCOUNT REQUIRED TO RECEIVE AN OFFER ITEM.

The DIAGEO TFF First Drink On Us Offer (“Offer”) is sponsored by Diageo Americas, Inc. (“Sponsor”) 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, and is administered by Prize Logic, LLC (“Administrator”) 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. OFFER PERIOD:** The Offer period begins at 12:00 PM Eastern Time (“ET”) on June 9, 2021 and ends at 11:59:59 PM ET on June 30, 2021 but is only available while supplies last (“Offer Period”). The Offer Period includes a purchase period that begins June 9, 2021 at 12:00 PM ET and ends on June 20, 2021 at 11:59:59 PM ET (“Purchase Period”) and a submission period that begins on June 9, 2021 at 12:00 PM ET and ends on June 30, 2021 at 11:59:59 PM ET (“Submission Period”). OFFER IS REDEMABLE ON-LINE & NOT AT ANY RETAIL VENUE. Sponsor reserves the right to modify or terminate this Offer at any time.
- 2. ELIGIBILITY:** The Offer is open to legal residents of the fifty (50) United States and District of Columbia, who make a Qualifying Purchase (defined in Section 3 of these Terms and Conditions) in New York, and who are at least twenty-one (21) years old at the time of Qualifying Purchase. Venmo account required to receive an Offer Item (defined below). Employees, directors, officers, and agents of Sponsor, Administrator, retailers, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer (“Offer Entities”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Offer are not eligible to participate. Offered only in New York. Void elsewhere and where prohibited or restricted by law. Participation in the Offer constitutes participant’s full and unconditional agreement to these Terms and Conditions and the decisions of Administrator as to same, which are final.
- 3. HOW TO PARTICIPATE IN THE OFFER:** During the Purchase Period, a participant must purchase any drink that includes Bulleit Bourbon, Crown Royal Whisky, Johnnie Walker Whisky, Ketel One Vodka or Don Julio Tequila that costs at least \$10.01 from a licensed restaurant, bar or other retail venue which allows for consumption of alcohol beverages on-site in New York (“Qualifying Purchase”), while supplies last. THIS OFFER IS NOT VALID IN

CONJUNCTION WITH THE PURCHASE OF BULLEIT BOURBON, CROWN ROYAL WHISKY, JOHNNIE WALKER WHISKY, KETEL ONE VODKA OR DON JULIO TEQUILA AT RETAIL VENUES WHICH SELL ALCOHOL BEVERAGES FOR CONSUMPTION OFF-SITE. **Entrant must spend at least \$10.01 pretax. All purchases must be made during the Purchase Period and must be made in New York to be eligible for this Offer.** After making a Qualifying Purchase, an eligible participant must visit <https://firstsonus.com> ("Website"), and complete and submit the registration page including but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number associated with his/her Venmo account, street address (no P.O. Boxes will be allowed), city, state, zip code, and date of birth. Participant must then follow the links and instructions to upload a photograph of his/her original Qualifying Purchase register receipt by 11:59:59 PM ET on June 30, 2021. The file must be in .JPEG, .JPG, GIF, or .PNG format and may not exceed 10MB. **Receipt must show a New York bar's or restaurant's (or other retail venue which allows for consumption of alcohol beverages on-site's) physical New York address, the date and time of purchase and identify the drink order which included Bulleit Bourbon, Crown Royal Whisky, Johnnie Walker Whisky, Ketel One Vodka or Don Julio Tequila** **NOTE: A Qualifying Purchase receipt may only be used once by the original purchaser of the drink including Bulleit Bourbon, Crown Royal Whisky, Johnnie Walker Whisky, Ketel One Vodka or Don Julio Tequila to receive an Offer Item (as defined below). A Qualifying Purchase receipt may not be used by more than one (1) participant.**

Upon verification of eligibility and Qualifying Purchase receipt, an eligible participant will be sent \$10 via Venmo ("Offer Item"). Entrant must spend at least \$10.01 to get an Offer Item for \$10. There is a limit of one (1) Offer Item per person. The value of each Offer Item is \$10. Offer Items are only available while supplies last. No more than five thousand (5,000) Offer Items are available in the Offer. Offer Item will be deposited in participant's Venmo account associated with the phone number provided upon registration within 5 - 7 days after verification. If a participant does not have a Venmo account, he/she may sign up for a free account at <https://Venmo.com>. Venmo account subject to additional terms and conditions. Your payment initially will be set to your default privacy setting. You may change the privacy setting at any time by clicking on the transaction. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure (as defined in Section 4 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for Offer Item received. To create free Venmo account, go to www.venmo.com or download free app to mobile device w/ SMS texting capability, provide phone and e-mail address as prompted. U.S.-based bank account required to use Venmo. Msg & Data rates (& other charges) may apply. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility. Venmo is a service of PayPal, Inc. which is NOT responsible for this program. This Offer is in no way sponsored, endorsed, or administered by, or associated with Venmo® or PayPal, Inc.

- 4. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, PayPal, Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, Offer Item or Offer related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability

or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer or mobile device related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of Offer Item ; (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item ; or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last. The preceding expressly includes but is not limited to bars/restaurants/other retail venue which allows for consumption of alcohol beverages on-site being temporarily or permanently closed by U.S. Federal, New York State, County, City governmental entities in conjunction with health precautions/mandates intended to stop the spread of the COVID-19 pandemic.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. **DISPUTES:** THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

6. **PRIVACY POLICY:** Sponsor’s privacy policy is available at https://footer.diageohorizon.com/dfs/assets/policies.diageohorizon.com/PrivacyPolicy_uen.html.

7. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. This Offer is not to be combined with any other Diageo offer, discount, coupon or promotion. Any attempted form of participation in this Offer other than as described herein or to attempt to obtain an Offer Item via unauthorized or illegitimate means is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions

will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

©2021 Diageo Americas, Inc. All rights reserved.