ROE & CO. BLENDED IRISH WHISKEY ST. PATRICK'S DAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS, 21 YEARS OF AGE OR OLDER, WHO RESIDE IN ONE (1) OF THE FOLLOWING STATES: CALIFORNIA, CONNECTICUT, DISTRICT OF COLUMBIA, ILLINOIS, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK STATE, OHIO OR RHODE ISLAND (COLLECTIVELY, "ELIGIBLE AREA"). VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. <u>Sweepstakes Period</u>: Sweepstakes begins at 12:01 a.m. Eastern Time (ET) on March 3, 2022 and ends at 11:59:59 p.m. (ET) on March 17, 2022.
- 2. <u>How to Enter:</u> There is one (1) way to enter this sweepstakes.
 - A. Go to www.roeandcowhiskey.com/stpatricksday ("Website") and verify your age.
 - **B.** Complete the Roe & Co. Blended Irish Whiskey quiz by answering all questions about Roe & Co. Blended Irish Whiskey, Irish whiskey generally and Irish culture. While all questions must be answered, whether (or not) you answer them correctly will not affect your ability to enter the Sweepstakes or your chances of winning the prize.
 - **C.** Complete the entry form with all required information including your name, date of birth, state, zip code, and e-mail address and follow the on-screen instructions.

<u>Internet access and valid e-mail address are required to enter the Sweepstakes.</u> If utilizing the mobile version of the Website, 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 mobile Website. Wireless Internet access is not available in all areas.

All entries must be received no later than 11:59:59 p.m. ET on March 17, 2022. There is a limit of one (1) entry per person. Multiple entries will automatically result in disqualification. Receipt of entry may be acknowledged by Sponsor, but any such acknowledgment is not binding other than indicating that entry has been received. No alterations or forged entries are permitted. The prize will be awarded to the name corresponding to the e-mail address indicated on entry form.

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 Website (or mobile Website) visitor to enter on-line; 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 <u>https://footer.diageohorizon.com/dfs/assets/www.roeandcowhiskey.com/PrivacyPolicy_en.html?l</u> <u>ocale=en-ie</u> and Diageo's Conditions of Use at <u>https://footer.diageohorizon.com/dfs/assets/www.roeandcowhiskey.com/www.roean</u>

Prize: One (1) winner will be awarded a trip to Dublin, Ireland. Winner will receive a trip for him/herself and one (1) guest (who must be 21 or older). Trip is for three (3) days, three (3) nights, including: roundtrip coach air travel from international airport nearest winner's residence to Dublin (departure airport must be within the Eligible Area); standard, double occupancy accommodations for winner and guest for three (3) nights at a hotel of Sponsor's sole choosing in Dublin; private tour of the Roe & Co. Distillery for winner and guest (including a meet-and-greet opportunity with Head Distiller Lora Hemy); ground transportation between Dublin airport and hotel; one thousand dollars (\$1,000) spending money. Alcohol beverages are <u>not</u> part of the **prize.** Trip itinerary (including flights and hotel accommodations) will be determined by Sponsor in its sole discretion.

Trip is subject to availability, blackout dates, advanced notice requirements and other restrictions, including additional travel requirements due to COVID-19/Coronavirus (see below). <u>Unless</u> <u>Sponsor agrees to extend travel deadline as discussed below, the trip must be taken by</u> <u>September 1, 2023 or prize will be forfeited and an alternate winner may be selected in</u> <u>Sponsor's sole discretion.</u> Winner will select from several travel dates provided by Sponsor, with the understanding that (a) winner may not receive his/her first choice of travel date and (b) if none of the proposed travel dates are acceptable to winner, prize may be forfeited without compensation.

<u>Sponsor may – but is in no way obligated to – allow winner to extend the travel dates until</u> <u>no later than July 15, 2024, subject to the following conditions: (a) such travel extension is</u> <u>offered subject to availability, blackout dates and other restrictions; (b) the revised travel</u> <u>dates are subject to approval by Sponsor in its sole discretion and, as such, winner may not</u> <u>receive his/her first choice of revised travel dates; (c) no compensation or additional prizing</u> <u>of any kind will be awarded in conjunction with Sponsor allowing prize travel on such</u> <u>revised travel dates; (d) all restrictions concerning travel by September 1, 2023 apply to</u> <u>prize travel on such revised travel dates, to the extent applicable and (e) should Sponsor</u> <u>elect not to extend travel dates for any reason (or if winner is not available on any revised</u> <u>travel dates as proposed by Sponsor), prize will be forfeited and Sponsor shall not have any</u> <u>liability or obligation of any kind to winner under any legal theory.</u>

SPECIAL CAUTION: COVID-19: To the fullest extent permitted by law, winner and his/her guest assume any and all risks of illness or injury which may arise directly or indirectly, in whole or in part, from prize travel, due directly or indirectly in whole or in part, to the COVID-19/Coronavirus epidemic/pandemic. Without limitation, winner and his/her guest each expressly acknowledge that, notwithstanding the safety precautions taken by Roe & Co. Distillery, air carrier, hotel property, and other providers of travel-related services, it is possible that he/she may still contract COVID-19/Coronavirus. Additionally, winner/guest 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 Republic of Ireland or any political subdivision of either country), 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 winner

will not exceed the value of the prize (as set forth below), with Sponsor having no liability whatsoever to guest.

Winner and guest further understand and agree that Sponsor has not obtained any travel or other insurance for them relative to the trip. In all cases, winner and guest 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 taking the trip.

Private tour is subject to the terms and conditions of Roe & Co. Distillery which may include proper attire; a prohibition on taking photos/video at certain times/areas of tour; and following all instructions of Roe & Co Distillery personnel.

Meet-and-greet element of prize has no value and is subject to the availability of Ms. Hemy. If meet-and-greet opportunity with Ms. Hemy cannot be offered as originally intended by Sponsor or is unavailable for any reason, Sponsor's liability shall be limited to the award of the remaining elements of the prize and winner will not receive any additional compensation or substitute prize.

Winner and his/her guest 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 [including requirements imposed by Roe & Co. Distillery]) and providing proof of vaccination status as a condition of travel within or entry/exit into the United States or the Republic of Ireland or engaging in any activity in either country, complying with quarantines at his/her sole expense as a condition of travel within or entry/exit into the United States or the Republic of Ireland, social distancing, mask-wearing and testing for COVID-19/Coronavirus); and, should winner and/or guest fail to do so, prize may be immediately terminated and Sponsor may pursue other legal sanctions against the winner and/or guest.

If winner chooses to travel without a guest (or if guest cannot satisfy requirements for international travel or fails to timely complete and return a liability release and publicity release [where legal] as discussed below), prize will be awarded in increments appropriate for a single traveler (i.e., 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.

Valid travel documents (including passport) are required for international travel and are the sole responsibility of winner and guest. Any and all unspecified expenses incurred in conjunction with prize travel (meals, souvenirs and other incidentals) are the sole responsibility of winner and guest. 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 of any kind. In accepting prize, winner understands and agrees that trip to the Republic of Ireland involves overseas travel; and, should winner choose to decline the prize due to health concerns (attributable to COVID-19/Coronavirus or otherwise) or for any other reason, the prize will be forfeited, and he/she will not receive any compensation or alternate prize of any kind.

Approximate Retail Value of Prize is \$6,000. Retail value of Prize may vary depending on point of departure and other factors.

Winner may choose to receive a check for \$6,000 as Prize in lieu of trip by advising Sponsor accordingly at time of prize acceptance.

3. <u>Winner Determination</u>:

Winner will be determined via random drawing on or about March 21, 2022. Random drawing will be conducted by an independent third party 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 on or about March 22, 2022.

Winner will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful), accompanied by valid government-issued photo identification, within five (5) 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 five (5) days, prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion. If trip is accepted as prize, guest of winner must sign and return a Liability Release and a Publicity Release (where lawful), accompanied by valid government-issued photo identification, within five (5) days of notification of winner. If guest fails to do so, he/she will not be permitted to accompany the winner on the trip and Sponsor in its sole discretion may allow winner to select another person as his/her replacement guest contingent upon such replacement guest being 21 years of age or older and signing/returning a Liability Release and a Publicity Release [where lawful].) If Sponsor determines in its sole discretion that sufficient time does not remain prior to the trip for selection and verification of replacement guest or if such replacement guest also does not comply with the applicable requirements, winner must accept the prize without a guest; and, winner will not receive any additional prize or compensation in conjunction therewith.

Winner and his/her guest (if applicable) 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), if and as applicable, 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/Release (for winner) or Release (for guest) [if applicable] is not acceptable, Sponsor may condition award of prize or accompanying winner on the trip (if 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.

- 4. <u>Eligibility:</u> This Sweepstakes is open only to legal U.S residents of the Eligible States 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.
- 5. <u>General Conditions</u>: 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 (assuming that winner does not select \$6,000 check as prize in lieu of trip). 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. If trip is accepted as prize, it is the winner's sole responsibility to arrange transportation to and from the international airport nearest winner's residence (in the Eligible Area); and winner and 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 winner and his/her guest (if applicable). To the extent necessary and permitted by law, winner and his/her guest (if applicable) shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify winner and his/her guest (if applicable) 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. (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. IF TRIP IS ACCEPTED AS THE PRIZE: 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 THOSE OF THE ENTITY SUPPLYING THE APPLICABLE GOOD/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. 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, 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. Electronic Entries: In the event of a dispute, online entries (including entries made on mobile Website) will be deemed made by the authorized account holder of the e-mail address submitted at time of 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. 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/MOBILE 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.
- <u>Winner's List.</u> Please send a request by e-mail to <u>RoeandCosweepstakesUS@diageo.com</u>. Be sure to include ROE & CO. BLENDED IRISH WHISKEY ST. PATS WINNER in the subject line. All requests for the winner's list must be received by April 18, 2022 at 5:00 p.m. ET.

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

ROE & CO Blended Irish Whisky. 45% Alc/Vol. Imported by Diageo, New York, NY.

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