

ASTRAL TEQUILA “THE GOOD ENERGY MOVEMENT” 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 TEXAS, WHO ARE 21 YEARS OF AGE OR OLDER. OFFERED ONLY IN TEXAS. VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Sweepstakes Period:** Sweepstakes begins at 12:00 a.m. Central Time (CT) on September 10, 2024 and ends at 11:59:59 p.m. (CT) on October 13, 2024.
2. **How to Enter:** There is only one (1) way to enter this sweepstakes.
 - A. Go to www.astraltequila.com/TheGoodEnergyMovement (“Website”)† and verify your age.
 - B. Provide all required information on the entry form, including your name, date of birth, city/state, zip code, telephone number and e-mail address.
 - C. Select either Austin or Dallas. Depending on the city selected, you will be entered for a chance to win a prize including attendance at an exercise class in that city conducted by The Sculpt Society sculpt and dance cardio fitness mobile application. For both Austin and Dallas, the class will take place sometime in late October 2024/early November 2024 although the specific date of the class has not yet been determined. Once finalized, the date of each class will be posted on the Website.

†You may access the mobile version of the Website (“Mobile Website”) by scanning the QR Code found on Sweepstakes advertising materials where available. For clarity, scanning the QR Code in and of itself will not result in entry.

Internet access and valid e-mail address are required to enter the Sweepstakes. If utilizing the Mobile Website (including scanning QR Code to access same), 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 (including the ability to scan QR Code to access same). Wireless Internet access is not available in all areas.

All entries must be received by 11:59:59 p.m. (CT) on October 13, 2024. 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. Prizes 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 (including scanning QR Code to access Mobile Website); 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, 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.astraltequila.com/PrivacyPolicy_uen.html?locale=uen-us and Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.astraltequila.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. Prizes:

Grand Prize (50 in total, 25 for Austin and 25 for Dallas). Each Grand Prize consists of admission for winner and one (1) guest (who must be 21 years of age or older) to the exercise class; a one-month membership to The Sculpt Society; and ASTRAL TEQUILA-branded merchandise (which may include, by way of illustration only, one (1) exercise ball, one (1) cap, and one (1) pair of athletic socks; specific merchandise to be determined by Sponsor in its sole discretion). Approximate Retail Value: \$104.00 each. Total Approximate Retail Value of all Prizes: \$5,200.00.

For the exercise class component of Prize:

Notwithstanding the city selected by winner, Sponsor reserves the right to enroll winner and their guest in the "other" (i.e., unselected) exercise class.

Grand Prize winner must be able to attend corresponding exercise class on applicable date. If winner cannot do so for any reason, the Grand Prize will be forfeited in its entirety without compensation of any kind and alternate winner may be selected (time permitting).

Exercise class will be designed and conducted by The Sculpt Society LLC. Winner and guest acknowledge that, to the fullest extent permitted by law, Sponsor disclaims any and all liability under any legal theory with regard to the exercise class, with the understanding that as between Sponsor, on the one hand, and The Sculpt Society LLC, on the other, The Sculpt Society LLC is solely responsible for the exercise class. Without in any way limiting the foregoing, any designation of the degree of intensity or minimum level of ability to participate in the exercise class (e.g., "Novice," "Advanced") as well as any designation of the type of work-out to be conducted during the exercise class (e.g., pilates or step) is at the sole discretion of The Sculpt Society LLC. Participation in the exercise class is also subject to restrictions of the facility hosting same including, without limitation, those governing use of equipment (if and as applicable).

As a pre-condition to taking the exercise class, winner and guest will be required to sign a Waiver, releasing The Sculpt Society LLC (as well as Sponsor) from any and all liability in conjunction with the exercise class. Such Waiver is in addition to the winner documents addressed in Rule 5 below.

WINNER AND GUEST EACH UNDERSTAND AND AGREE THAT ENGAGING IN ANY COURSE OF EXERCISE OR FITNESS TRAINING INVOLVES AN INHERENT RISK OF INJURY OR EVEN DEATH. BEFORE ATTENDING THE EXERCISE CLASS (AND, FOR WINNER, ACCEPTING AND USING THE ONE-MONTH MEMBERSHIP TO THE SCULPT SOCIETY ELEMENT OF THE GRAND PRIZE, AS DISCUSSED BELOW), IT IS WINNER'S/GUEST'S SOLE RESPONSIBILITY TO CONSULT WITH A PHYSICIAN OR OTHER MEDICAL SERVICES PROFESSIONAL TO DETERMINE WHETHER THE EXERCISE CLASS (AND, FOR WINNER, THE SCULPT SOCIETY MEMBERSHIP) IS APPROPRIATE FOR THEM GIVEN THEIR SPECIFIC PHYSICAL/PSYCHOLOGICAL CONDITION AND OVERALL HEALTH AND WELLBEING. SHOULD WINNER CONCLUDE THAT THE EXERCISE CLASS AND/OR THE SCULPT SOCIETY MEMBERSHIP IS NOT APPROPRIATE FOR THEM, WINNER'S SOLE RECOURSE IS TO DECLINE THE PRIZE IN ITS ENTIRETY. SHOULD GUEST CONCLUDE THAT THE EXERCISE CLASS IS NOT APPROPRIATE FOR THEM, GUEST'S SOLE RECOURSE IS TO DECLINE TO ATTEND THE CLASS. IN ALL CASES, SPONSOR AND THE SCULPT SOCIETY LLC SHALL NOT HAVE ANY LIABILITY TO WINNER/GUEST UNDER ANY LEGAL THEORY.

Neither Sponsor nor The Sculpt Society LLC have obtained any insurance of any kind in conjunction with winner's and/or guest's participation in the exercise class (and, for winner, his/her membership in The Sculpt Society) and, if any such insurance is desired, winner/guest must secure same at their sole expense.

The Sculpt Society LLC may record the exercise class for possible use by The Sculpt Society LLC and its designees (including Sponsor) for advertising, promotional and other commercial purposes as well as for archival and non-commercial purposes ("Recording"). Winner and guest each grant to The Sculpt Society LLC and its designees (including Sponsor) the right to use the Recording worldwide in any media now known or hereafter developed, including the world wide web, at any time or times for such commercial and/or non-commercial purposes without compensation (for winner, other than the prize itself).

Winner and guest may NOT record the exercise class.

Winner and guest may be denied admission to the exercise class if they arrive after the exercise class has already begun. In such case, the liability of Sponsor and The Sculpt Society LLC to winner will be limited to award of the remaining components of the prize and Sponsor and The Sculpt Society LLC shall not have any liability to guest whatsoever.

Winner and guest must each conduct themselves at all times in a socially responsible, respectful and appropriate manner toward the instructor of the exercise class, other attendees at the exercise class and all other persons (including facility personnel). Without limitation, winner and guest will only be admitted to the exercise class if each is wearing appropriate attire as determined in the sole discretion of Sponsor and The Sculpt Society LLC; and, winner and guest must not engage in any conduct which disrupts or interferes with the conduct of the exercise class. The preceding also includes compliance with any laws/regulations or policies (of the United States or any political subdivision, the facility hosting the exercise class or any other business entity) designed to prevent the spread of COVID-19/Coronavirus; such as, mask-wearing, social distancing, providing proof of negative COVID-19/Coronavirus test and/or vaccination against COVID-19/Coronavirus.

If winner chooses not to have a guest accompany him/her to the exercise class; if guest determines that exercise class is not appropriate for them; if guest fails to timely complete, sign and return either the Waiver or the Liability Release and Publicity Release (where lawful), winner will receive only one (1) admission to the exercise class as well as the remaining elements of the prize and no alternate prize or compensation will be awarded with the Grand Prize value being less than the amount indicated above.

For The Sculpt Society One (1) Month Membership component of Prize:

Membership includes on-demand workouts, weekly live classes, and Programs (including dance cardio, yoga, meditation and stretch).

As a condition of prize award, winner must provide a valid credit card. The Sculpt Society will place a one dollar (\$1) authorization hold on winner's credit card.

AFTER TERMINATION OF ONE-MONTH PERIOD, IF WINNER FAILS TO CANCEL THEIR MEMBERSHIP, THE MEMBERSHIP WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL ONE-MONTH PERIOD AND WINNER'S CREDIT CARD ON FILE WILL BE CHARGED \$19.99 PLUS ANY TAX; AND, SUCH AUTOMATIC RENEWAL WILL CONTINUE UNTIL CANCELLED BY WINNER. NO REMINDER OR WARNING OF ANY KIND WILL BE PROVIDED PRIOR TO SUCH AUTOMATIC RENEWAL.

Additional Restrictions on Prize:

Any and all unspecified costs and expenses incurred in conjunction with acceptance and use of prize (or any component thereof) are the winner's sole responsibility. Without limitation, such costs/expenses include costs incurred in traveling to attend exercise class; and the usage of mobile "smart" device to download and use The Sculpt Society app for The Sculpt Society membership.

ALCOHOL IS NOT PART OF PRIZE.

Prize must be accepted as set forth herein; winner must accept all elements of prize or otherwise decline the prize (in which case he/she will not receive any alternate prize or compensation of any kind.)

4. Winner Determination:

Winners will be determined via random drawing. One random drawing will consist of all eligible entries which selected the Austin class and the other random drawing will consist of all eligible entries which selected the Dallas class. Both random drawings will take place on or about October 14, 2024 and 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 depend on the total number of eligible entries received for the applicable random drawing.

5. Winner Notification:

Winners will be notified by e-mail and/or phone; method(s) of notification is of Sponsor’s sole determination on or about October 15, 2024.

JUDGES WILL USE COMMERCIALY REASONABLE EFFORTS TO CONTACT POTENTIAL GRAND PRIZE WINNERS. JUDGES AND SPONSOR DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH ATTEMPTS TO CONTACT POTENTIAL GRAND PRIZE WINNERS. WITHOUT LIMITATION, JUDGES AND SPONSOR RESERVE THE RIGHT TO NOTIFY POTENTIAL GRAND PRIZE WINNERS AS FEW AS ONE TIME UTILIZING ONLY ONE NOTIFICATION METHOD.

In addition to the waiver referenced in Rule 3 above, winners 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 such shorter period of time as indicated thereon) or applicable Grand Prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion (time permitting). If winner cannot be located or does not respond to attempt to be notified within **one (1) day** (or such shorter period of time as indicated thereon), applicable Grand Prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion (again, time permitting).

In addition to the waiver referenced in Rule 3 above, winner’s guest will also be required to sign a Liability Release and a Publicity Release (where lawful) prior to the applicable exercise class. Should guest fail to do so for any reason, winner must accept the Grand Prize without a guest and will receive only one (1) admission to exercise class, and no alternate prize or compensation will be awarded with the Grand Prize value being 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.

Winners and guests agree that an electronic signature/affirmation or facsimile version of the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) [for winner] or Liability 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/Release (for winner) or Release (for guest) is not acceptable, Sponsor may condition award of prize (for winner) or accompanying the winner to the exercise class (for guest) on return of the actual hand-signed document(s).

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 Texas who are 21 years of age or older at the time of entry. Offered only in Texas. 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., The Sculpt Society 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.
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. There is a limit of one (1) Grand Prize per person.. Prize/prize-related materials will only be delivered to an address in Texas. Prizes are non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on any 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 winners and guests. To the extent necessary and permitted by law, winners and guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify winner and 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, The Sculpt Society LLC 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). SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING THE PRIZE (OR ANY COMPONENT THEREOF), INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE.

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, The Sculpt Society LLC, as well as 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.

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. **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 or for any malfunction, defect or error in the scanning of QR Code such that Mobile Website is not accessible or usable as intended by Sponsor. 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.

- 9. Winners' List:** For winners' list, please send a self-addressed stamped envelope to DIA7051400W Astral Tequila Good Energy Movement Sweepstakes Winners, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by November 13, 2024 and received by November 27, 2024.

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

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

ASTRAL Tequila. 40% Alc/Vol. Diageo, New York, NY.

Please Drink Responsibly.