## TANQUERAY DAMN FANCY DINNER SERIES SWEEPSTAKES

**OFFICIAL RULES** 

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE (48) CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER. VOID IN ALASKA, HAWAII AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. <u>Sweepstakes Period</u>: Sweepstakes begins at 12:00 a.m. Eastern Time (ET) on October 1, 2023 and ends at 11:59:59 p.m. (ET) on November 30, 2023.
- 2. **How to Enter**: There is only one (1) way to enter this sweepstakes.
  - a. Go to https://www.tanqueray.com/en-us/national-dinner-series ("Website")† and verify your age.
  - b. Complete the entry form with all required information including your name, date of birth, state, zip code, phone number and e-mail address and follow the onscreen instructions.

†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, 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 November 30, 2023. 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 <a href="https://footer.diageohorizon.com/dfs/assets/www.tanqueray.com/PrivacyPolicy\_uen.html?locale\_uen-us">https://footer.diageohorizon.com/dfs/assets/www.tanqueray.com/PrivacyPolicy\_uen.html?locale\_uen-us</a> and Diageo's Conditions of Use at

https://footer.diageohorizon.com/dfs/assets/www.tanqueray.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. <u>Prize:</u>

One (1) Grand Prize will be awarded. Prize consists of a trip to New York, NY for winner and up to two (2) guests (who must be 21 years of age or older) for a private dinner prepared by Chef Eric Adjepong on January 17, 18, 24 or 25, 2024 (actual date of trip is to be determined by Sponsor and Grand Prize winner will be advised of same after verification of his/her eligibility and compliance with the Official Rules). Trip is for three (3) days/two (2) nights and also includes: roundtrip coach air travel from major commercial airport nearest winner's residence to New York, NY (airports are of Sponsor's sole choosing); standard accommodations for winner and guests for three (3) nights at a hotel of Sponsor's sole choosing in New York, NY; ground transportation between New York, NY airport and hotel. Grand Prize also includes a check for \$500 which may be used to defray taxes incurred by winner due to prize acceptance. Approximate Retail Value: \$7,000.00. Retail Value of Grand Prize depends on point of departure and other factors.

\*\*In order to accept Grand Prize, winner must have at least one (1) guest to accompany him/her on the trip.

Grand Prize winner must be able to travel on dates selected by Sponsor so as to attend private dinner with Chef Eric Adjepong on January 17, 18, 24 or 25, 2024. If winner is not available to travel on such dates for any reason, the Grand Prize will be forfeited without compensation of any kind and alternate winner may be selected (time permitting).

## ALCOHOL BEVERAGES ARE NOT PART OF PRIZE (INCLUDING BUT NOT LIMITED TO THE PRIVATE DINNER WITH CHEF ADJEPONG).

Dinner consists of three (3) courses -- appetizer/salad, entrée and dessert -- as determined by Chef Adjepong in his sole discretion. Dinner will last approximately five (5) hours.

It is the winner's sole responsibility to advise Sponsor in writing at time of execution of Affidavit of Eligibility, Liability Release and Publicity Release (where lawful), as per Rule 4 below, of any dietary restrictions (including allergies and religious restrictions) affecting winner and/or his/her guests. While Sponsor/Chef Adjepong will use commercially reasonable efforts to accommodate such dietary restrictions, Sponsor and Chef Adjepong disclaim any and all liability if they are unable to do so to the reasonable satisfaction of winner and/or guests. In addition,

Sponsor and Chef Adjepong disclaim any and all liability if winner and/or guests conclude that any food/beverages served at dinner are not to their taste.

All costs and expenses not specified in these Official Rules are the winner's sole responsibility including travel to/from departure airport, souvenirs, meals (other than private dinner with Chef Adjepong) and incidentals. Prize must be accepted as set forth herein.

Trip is subject to availability and other restrictions. Valid travel documents are required for travel and are the sole responsibility of winner and guests who must travel together on the same itinerary as set by Sponsor.

If winner chooses to accept the Grand Prize with only one (1) guest (or if only one (1) guest timely returns the Liability/Publicity Release, as discussed in Rule 4 below), the Grand Prize will be awarded in increments appropriate for the Grand Prize winner and one (1) guest and no substitute prize or compensation will be awarded (and, in such case, the value of the Grand Prize will be less than the amount indicated above).

If Grand Prize winner lives within reasonable driving distance of New York, NY (as determined by Sponsor/Judges in their 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 above.

Winner and guests further understand and agree that Sponsor has not obtained insurance of any kind for them relative to acceptance/use of the Grand Prize.

Chef Adjepong's participation is subject to his availability. Should Chef Adjepong not be available as intended for any reason, Sponsor reserves the right without notice to winner or liability of any kind to replace Chef Adjepong with another professional chef of similar credentials/expertise.

Chef Adjepong may (or may not) sign autographs or pose for videos/photos ("selfies") with winner and guests at his sole discretion; and, should he choose not to do so for any reason, Sponsor shall not have any liability of any kind.

Grand Prize winner and his/her guests understand and agree that traveling 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 taking the Grand Prize trip. Without limitation, winner and guests each expressly acknowledge that it is possible that he/she may contract COVID-19/Coronavirus in conjunction during the Grand Prize trip. Winner and guests indemnify, release and agree to hold harmless Sponsor and the management and representation of Chef Eric Adjepong (as well as Mr. Adjepong personally) from any and all liability in conjunction with the Grand Prize trip (including the private dinner component of same).

Grand Prize winner and guests must at all times act in an appropriate, well-behaved and respectful manner when taking the Grand Prize trip. Without limiting any of the foregoing, Grand Prize winner and guests understand and agree that:

- (a) Sponsor, Chef Adjepong and/or travel service providers (e.g., air carrier, hotel property) may require the winner and guests to practice social distancing, wear a mask, provide proof of a negative COVID-19/Coronavirus test and/or provide proof of vaccination against COVID-19/Coronavirus as a condition of use of their respective services; the preceding is in addition to compliance with all applicable laws designed to prevent the transmission of COVID-19/Coronavirus, to which winner and guests are also bound.
- (b) They must treat Chef Adjepong with courtesy and respect at all times and, without limitation, not antagonize, insult or verbally abuse him.
- (c) They must not be intoxicated, in possession of a firearm or otherwise pose a security risk or engage in other disruptive actions during the Grand Prize trip (including the private dinner component of same).

IN ALL CASES, VIOLATION OF THE PRECEDING MAY RESULT IN THE FOLLOWING ACTIONS (AS APPROPRIATE) -- REFUSAL OF TRAVEL SERVICE PROVIDER(S) TO ALLOW INDIVIDUAL ENGAGED IN PROHIBITED CONDUCT TO UTILIZE ITS SERVICE OR EJECTION FROM SAME (AS APPROPRIATE); REFUSAL OF SPONSOR AND CHEF ERIC ADJEPONG TO ALLOW INDIVIDUAL ENGAGED IN PROHIBITED CONDUCT INTO PRIVATE DINNER OR EJECTION FROM SAME. SUCH ACTIONS MAY BE TAKEN WITHOUT WARNING OF ANY KIND. IN ALL CASES, NEITHER SPONSOR NOR CHEF ERIC ADJEPONG NOR TRAVEL SERVICE PROVIDERS SHALL HAVE ANY LIABILITY OF ANY KIND IN CONJUNCTION WITH SUCH ACTIONS AND SPONSOR/CHEF ERIC ADJEPONG/TRAVEL SERVICE PROVIDERS EACH RESERVE THE RIGHT TO PURSUE DAMAGES AND OTHER LEGAL REMEDIES AGAINST SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

## 4. Winner Determination:

The winner will be determined in a random drawing on or about December 1, 2023. Odds of winning the Grand Prize depend on the total number of eligible entries received. Grand Prize winner will be notified by e-mail and/or phone on or about December 1, 2023. The 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.

JUDGES SHALL USE COMMERCIALLY REASONABLE EFFORTS TO NOTIFY POTENTIAL WINNER; BUT, SPONSOR AND JUDGES DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH ANY INABILITY TO CONTACT ANY POTENTIAL WINNER.

Grand Prize winner will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within <u>two (2) days</u> of notification (or such shorter amount of time that Sponsor may designate) or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion (time permitting). If Grand Prize winner cannot be located or does not respond to attempt to be notified within <u>one (1) day</u> (or such shorter amount of time that Sponsor may designate), 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 <u>one (1) day</u> of notification of Grand Prize winner (or such shorter amount of time that Sponsor may designate at time of winner notification).

Grand Prize 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 Sponsor determine in its sole discretion that the electronically signed/affirmed/facsimile version of the Affidavit/Release (for winner) or Release (for guests) is not acceptable, Sponsor may condition award of prize or accompanying winner on Grand Prize trip as a guest (as the case may be) 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.

- 5. Eligibility: This Sweepstakes is open only to legal residents of the (48) contiguous United States and the District of Columbia, who are 21 years of age or older at the time of entry. Void in Alaska, Hawaii 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 management and representation of Chef Eric Adjepong (as well as Mr. Adjepong personally) and, as applicable, their affiliates, printers, advertising and promotion agencies (including Judges), alcohol beverage suppliers, importers, wholesalers, distributors or retailers. 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. (The preceding excludes the check element of the Grand Prize.) 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. Award of check element of Grand Prize does not constitute any representation that Sponsor will be responsible for taxes on Grand Prize or that the amount of such check is sufficient to defray tax liability incurred by Grand Prize winner in conjunction with prize acceptance and use. 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 winner and his/her guests. To the extent necessary and permitted by law, winner and guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify the winner and/or his/her guest(s) 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 management and representation of Chef Eric Adjepong (as well as Mr. Adjepong personally) and 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 prize awarded (including any travel or activity related thereto). SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING THE PRIZE (OR ANY ELEMENT OF SAME), INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE. THE ONLY WARRANTIES – IF ANY – ARE OF THOSE OF THE INDIVIDUAL/ENTITY SUPPLYING THE APPLICABLE SERVICE WHICH IS PART OF A GIVEN PRIZE.

The value of 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 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 Chef Eric Adjepong (as well as Mr. Adjepong 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.

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. 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.

8. Winner's List: Please send a request by e-mail to <a href="mailto:TanquerayWinner@experiencenve.com">TanquerayWinner@experiencenve.com</a>. Be sure to include TANQUERAY DAMN FANCY DINNER SERIES WINNER in the subject line. All requests for the winner's list must be received by January 4, 2024 at 9:00 a.m. (ET).

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

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

Please Drink Responsibly.

TANQUERAY London Dry Gin. 100% Grain Neutral Spirits. 47.3% Alc/Vol. Imported by Charles Tanqueray & Co., New York, NY.