

## ***KETEL ONE & TANQUERAY/THE WHITE LOTUS SWEEPSTAKES***

### ***OFFICIAL RULES***

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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. **To Enter:** The KETEL ONE & TANQUERAY/THE WHITE LOTUS SWEEPSTAKES (“Sweepstakes”) begins at 12:00 a.m. Eastern Time (ET) on January 1, 2025 and ends at 11:59:59 p.m. (ET) on April 6, 2025 (“Entry Period”). The terms and conditions governing the operation and implementation of the Sweepstakes are set forth herein (“Official Rules”).

**There is one (1) way to enter this sweepstakes.**

Go to [spiritspromos.com/ketel-one/tanqueray/thewhitelotus](https://spiritspromos.com/ketel-one/tanqueray/thewhitelotus) (“Website”) and verify your age.

Complete the entry form with all required information including your first name, date of birth, city, state, zip code, telephone number and e-mail address.

Submission of completed entry form will result in one (1) entry in the random drawing for a chance to win the Grand Prize (see Rule 3 below) plus one (1) game play for a chance to win a First Prize instantly (see Rule 2 below).

All entries/game plays must be received no later than 11:59:59 p.m. (ET) on April 6, 2025.

You may access the mobile version of the Website (“Mobile Website”) by scanning the QR Code found on Sweepstakes advertising materials where available. To access the Mobile Website by scanning the QR Code, you must have a compatible mobile device. Scanning the QR Code alone will not result in entry/game play; you must complete and submit the entry form as set forth above.

**INTERNET ACCESS AND VALID E-MAIL ADDRESS ARE REQUIRED FOR ENTRY/GAME PLAY.** If participating in the Sweepstakes by using a mobile device, wireless Internet access and/or other fees may apply, in addition to charges for scanning QR Code (if and as applicable). Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to participate.

One entry and one game play per person. Multiple/game plays entries will automatically result in disqualification.

Diageo Americas, Inc. (“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 access the Website/Mobile Website (including via QR Code) and enter the Grand Prize random drawing, play for a chance to instantly win a First Prize 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/game plays or other Sweepstakes materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries/game plays 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.ketelone.com/TnC\\_uen.html?locale=uen-us](https://footer.diageohorizon.com/dfs/assets/www.ketelone.com/TnC_uen.html?locale=uen-us) or [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) and Diageo’s Conditions of Use at [https://footer.diageohorizon.com/dfs/assets/www.ketelone.com/PrivacyPolicy\\_uen.html?locale=uen-us](https://footer.diageohorizon.com/dfs/assets/www.ketelone.com/PrivacyPolicy_uen.html?locale=uen-us) or [https://footer.diageohorizon.com/dfs/assets/www.tanqueray.com/TnC\\_uen.html?locale=uen-us](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.*

## **2. Instant Win**

Certain dates/times during the Entry Period have been randomly pre-selected by the independent, third party judging organization (“Judges”) as “winning times.” The first person who submits a completed entry form on or after each such “winning time” is a potential winner of the First Prize assigned to that time. Potential First Prize winner will thereafter receive an e-mail from Judges with prize claim instructions which may include signing and returning a declaration of eligibility and a liability release and a publicity release (where lawful) within **five (5) days** of notification. To the extent applicable, if potential winner does not timely sign/return the declaration of eligibility and a liability release and a publicity release (where lawful) or, in all cases, if potential winner does not respond to the Judges’ e-mail within **five (5) days**, the First Prize will automatically be forfeited.

**JUDGES AND SPONSOR WILL NOT ACCEPT SCREEN-SHOTS OR OTHER ALLEGED “PROOF” OF WINNING IN LIEU OF THE PRIZE CLAIM PROCEDURE AS OUTLINED IN THE JUDGES’ E-MAIL NOTIFICATION.**

**AWARD OF FIRST PRIZE IS SUBJECT TO VERIFICATION OF PRIZE CLAIM BY JUDGES IN THEIR SOLE DISCRETION.**

A total of (250) First Prizes have each been randomly assigned to a time during the Entry Period. Each First Prize is a three (3) month subscription to the Max With Ads plan on the Max streaming service in the U.S. At the end of the 3-month promotional period, First Prize winner’s access to Max will end. Requires creation of a Max account to redeem this prize. The use of the

Max platform is governed by the Max [Term of Use](#) and Max [Privacy Policy](#). Approximate Retail Value: \$30.00 each.

If winner already has a subscription to Max streaming service, they will instead receive a \$30 gift card from bank/financial institution of Sponsor's sole choosing (terms and conditions of gift card issuer apply).

Odds of winning a First Prize depend on the number of completed entry forms submitted and when a given person submits a completed entry form as compared to other entrants.

In no event will more than (250) First Prizes be awarded in instant win game phase of the Sweepstakes. Should a programming, production, printing or other error/malfunction/failure of any kind occur resulting in more than (250) First Prizes being offered, Sponsor will only award those First Prizes which have not yet been awarded via random drawing from among all eligible prize claimants.

If First Prize is forfeited by potential winner, it may be re-assigned to a later time during the Entry Period (time permitting) or unawarded at Sponsor's sole discretion.

Limit of one (1) First Prize per family, household or address.

### **3. Grand Prize Random Drawing:**

The Grand Prize winner will be determined in a random drawing to be conducted by Judges on or about April 9, 2025. Odds of winning the Grand Prize depend on the number of eligible entries received.

Potential Grand Prize winner will be notified by phone and/or e-mail (in Sponsor's sole discretion) on or about April 9, 2025. Potential Grand Prize winner will be required to sign an affidavit of eligibility, a liability release and a publicity release (where lawful) within **five (5) days** of notification or Grand Prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. If potential winner cannot be located or does not respond to attempt to be notified within **five (5) days**, Grand Prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion. Potential Grand Prize winner's guest must sign and return a liability release and a publicity release (where lawful) prior to issuance of travel documents.

Grand Prize is a 4 day/3 night trip to Thailand for winner and one (1) guest (who must be 21 years of age or older). Trip includes roundtrip economy class air transportation between international airport nearest winner's residence and Bangkok, Thailand (airports are of Sponsor's sole choosing); hotel accommodations for 3 nights (standard room, double occupancy; hotel of Sponsor's sole choosing); \$250 gift card from bank/financial institution of Sponsor's sole choosing (terms and conditions of gift card issuer apply); \$3,000 check which may be used by winner to defray taxes incurred by receipt of prize (or otherwise). Approximate Retail Value: \$15,500.00. (Retail value may vary depending on point of departure and other factors and any difference between stated approximate retail value and actual value of Grand Prize will not be awarded.)

#### **4. Florida Regional Prize Random Drawing**

The Florida Regional Prize winner will be determined in a random drawing to be conducted by Judges on or about April 9, 2025. Odds of winning the Florida Regional Prize depend on the number of eligible entries received from residents of the State of Florida. (The Grand Prize random drawing will take place prior to the Florida Regional Prize random drawing.)

Potential Florida Regional Prize winner will be notified by phone and/or e-mail (in Sponsor's sole discretion) on or about April 9, 2025. Potential Florida Regional Prize winner will be required to sign an affidavit of eligibility, a liability release and a publicity release (where lawful) within **five (5) days** of notification or Florida Regional Prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. If potential winner cannot be located or does not respond to attempt to be notified within **five (5) days**, Florida Regional Prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion. Potential Florida Regional Prize winner's guest must sign and return a liability release and a publicity release (where lawful) prior to issuance of travel documents.

Florida Regional Prize is a 3 day/2 night trip to Miami, Florida for winner and one (1) guest (who must be 21 years of age or older). Trip includes roundtrip coach class air transportation between major commercial airport nearest winner's residence and Miami (airports are of Sponsor's sole choosing); hotel accommodations for two (2) nights (standard room, double occupancy; hotel of Sponsor's sole choosing); \$500 gift card from bank/financial institution of Sponsor's sole choosing (terms and conditions of gift card issuer apply). Approximate Retail Value: \$6,500.00. (Retail value may vary depending on point of departure and other factors and any difference between stated approximate retail value and actual value of Florida Regional Prize will not be awarded.)

#### **5. Additional Restrictions: Prize Travel (Grand Prize/Florida Regional Prize)**

Trip is subject to availability and blackout dates (including Thanksgiving Day, Christmas Eve/Day, New Year's Eve/Day, Memorial Day and Independence Day; for Grand Prize, additional blackout dates apply, including Coronation Day and Constitution Day). Advanced notice required prior to intended date of travel with actual dates of travel being determined by Sponsor in its sole discretion (winner may not receive their first choice of travel dates). For Grand Prize, sixty (60) days' advanced notice required; for Florida Regional Prize, forty-five (45) days' advanced notice required. Saturday night stay required. Travel must be completed by May 8, 2026.

Winner and guest must travel together on the same itinerary as set by Sponsor. Valid travel documents (for Grand Prize, including passport with validity from six [6] months of date of entry in Thailand) are the sole responsibility of winner and guest. In addition, the following are also the sole responsibility of winner and guest: immunizations (for Grand Prize travel), unspecified expenses (such as meals, ground transportation, and incidentals) and insurance.

Winner and guest must at all times act in an appropriate, well-behaved and respectful manner in conjunction with prize trip. For Grand Prize, the preceding includes adhering to the local laws and customs of Thailand (such as, Lèse majesté [royal insult] by which making statements deemed defamatory or critical of Thailand's monarchy are punishable by imprisonment.) In addition, winner and guest must fully comply with any and all laws/regulations or policies (of the United States, Thailand [for Grand Prize] or any political subdivision thereof, air carrier, hotel 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 providing proof of vaccination against COVID-19/Coronavirus, as well as abiding by any mandated quarantine in conjunction with prize travel.

If winner chooses to accept the applicable Prize without a guest (or if guest fails to timely return signed Liability/Publicity Release as referenced above), such Prize will be awarded in increments appropriate only for the winner themselves and no substitute prize or compensation will be awarded (and, in such case, the value of the applicable Prize will be less than the amount set forth above).

For Florida Regional Prize, if winner lives within reasonable driving distance of Miami (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 Florida Regional Prize value will be less than the amount indicated above.

## **6. Additional Restrictions for all Prizes**

### **ALCOHOL IS NOT PART OF ANY PRIZE.**

Prize must be accepted as set forth herein.

Any and all costs and expenses associated with acceptance and use of a prize and not specified in these Official Rules are the winner's sole responsibility.

For gift card prizes, bank/financial institution is American Express, MasterCard or Visa. Trademarks used solely for purposes of illustration. None of the foregoing entities have sponsored, endorsed, authorized this Sweepstakes or Sponsor's products or are otherwise affiliated with this Sweepstakes in any manner.

**Total Approximate Retail Value of All Prizes Offered in Florida: \$29,500.00.**

**Total Approximate Retail Value of All Prizes Offered in New York State: \$23,000.00.**

**Total Approximate Retail Value of All Prizes: \$23,000.00.**

Except where prohibited, acceptance of prize(s) 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. Void in Alaska, Hawaii and where prohibited or restricted by law. Employees or owners of the following entities and members of their families or households are not eligible for participation under any circumstances: Diageo Americas, Inc., Warner Bros. Discovery, Inc., 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.

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. Entrant further understands and agrees that all decisions of Judges are final in all matters relating to this Sweepstakes. No substitution of prize or cash equivalent except at Sponsor's sole discretion. (The preceding excludes cash redemption of the gift card element of Grand Prize and Florida Regional Prize, as required by applicable law, as well as the check element of Grand Prize.) Limit of one (1) Grand Prize OR Florida Regional Prize per family, household or address; limit of one (1) First Prize per family, household or address. Prizes are non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on prize(s) are winner's sole responsibility. For clarity, inclusion of \$3,000 check as part of Grand Prize does not constitute any representation by Sponsor that such amount will be sufficient to defray taxes incurred by Grand Prize winner in accepting the prize. By accepting prize(s), 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 prize winners, Grand Prize winner's guest and Florida Regional Prize winner's guest. To the extent necessary and permitted by law, prize winners, Grand Prize winner's guest and Florida Regional Prize winner's guest shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winners and/or Grand Prize winner's guest and/or Florida Regional Prize winner's guest based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

Winners, Grand Prize winner's guest and Florida Regional Prize winner's guest agree that an electronic signature/affirmation or facsimile version of the Declaration/Release or Affidavit/Release [as applicable] (for winner) or Release (for guest) 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 Declaration/Release or Affidavit/Release (for winner) or Release (for guest) is not acceptable, Sponsor may condition award of prize or accompanying winner on corresponding trip (as applicable) on return of the actual hand-signed document.

Winner must furnish valid proof of age (for example, a driver's license, birth certificate or passport).

Entrants hereby agree to indemnify and hold Sponsor, Warner Bros. Discovery, Inc., Home Box Office, Inc. and Meta Platforms, Inc., and each of their respective affiliates, officers, directors, shareholders, employees, agents or representatives (the "Indemnified Parties") harmless from and against any 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. SPONSOR MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND REGARDING ANY PRIZE (OR ANY ELEMENT 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. Grand Prize and Florida Regional Prize winners 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. (Should the Grand Prize/Florida Regional Prize winner also win a First Prize, the IRS Form W-9 will reflect the combined value of both Prizes.) 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. No more than the number of prizes stated in these Official Rules will be awarded.

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 the Indemnified Parties from and against any and every kind of claim, including without limitation any claims for property damage, personal injury, illness and/or death, and any claims in the nature of infringement of intellectual property, privacy or publicity rights, 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, likeness, 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 the promotion at any time without notice or further obligation.

**7. Electronic Entries:** In the event of a dispute, online entries/game plays (including entries/game plays made on Mobile Website) will be deemed made by the authorized account holder of the e-mail address submitted at time of entry/game play. 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 or game plays; corrupted, jumbled, interrupted, irregular or defective entries/game plays or

entries/game plays 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/game plays. 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/game plays 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. **Winners' List:** For winners' list, please send a self-addressed stamped envelope to DIA6957033W Ketel One/Tanqueray The White Lotus Sweepstakes Winners, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by May 6, 2025 and received by May 20, 2025.

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

Warner Bros. Discovery, Inc. and Home Box Office, Inc. are not sponsors of the Sweepstakes and are not responsible for the selection/determination of the winners, fulfillment of prizes or otherwise with respect to the administration of the Sweepstakes.

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

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