

TANQUERAY DAMN FANCY DINNER 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 CALIFORNIA, FLORIDA AND TEXAS, WHO ARE 21 YEARS OF AGE OR OLDER. OFFERED ONLY IN CALIFORNIA, FLORIDA AND TEXAS. VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Sweepstakes Period: Sweepstakes begins at 12:00 a.m. Eastern Time (ET) on May 15, 2023 and ends at 11:59:59 p.m. (ET) on June 26, 2023.
2. **How to Enter:** There is only one (1) way to enter this sweepstakes.
 - a. Go to <https://www.tanqueray.com/en-us/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 on-screen 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 June 26, 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. All 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; 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.tanqueray.com/PrivacyPolicy_uen.html?locale=uen-us 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. **Prizes:**

THREE (3) Grand Prizes will be awarded (1 Grand Prize for California; 1 Grand Prize for Florida; 1 Grand Prize for Texas). Prize consists of a private dinner prepared by Chef Joseph Sasto III ("Sasto") for winner and up to nine (9) guests** (each of whom must be 21 years of age or older) and travel between winner's residence (in applicable state) and location of private dinner (also in applicable state). Prize also includes a check in the amount of \$500 that winner may use to defray taxes incurred due to acceptance of Grand Prize. Approximate Retail Value: \$1,500.00 - \$2,500.00 each. Retail Value of Grand Prize depends on various factors, including locations of winner's residence and private dinner as well as actual number of guests.

**In order to accept prize, winner must have at least seven (7) guests attend private dinner.

Should seven (7) or eight (8) guests attend private dinner, no compensation or alternative prize will be awarded and the approximate retail value of the Grand Prize will be reduced accordingly.

Dinner consists of three (3) courses -- appetizer/salad, entrée and dessert -- as determined by Sasto in his sole discretion. **DINNER EXCLUDES ALCOHOL BEVERAGES.** 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/Sasto will use commercially reasonable efforts to accommodate such dietary restrictions, Sponsor and Sasto 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 Sasto disclaim any and all liability if winner and/or guests conclude that any food/beverages served at dinner are not to their taste.

To accept Grand Prize, winner must be available to attend private dinner on a date of Sponsor's sole choosing between July 15, 2023 and August 31, 2023. The actual date of the dinner will be provided to winner at time of notification as per Rule 4 below. If winner is not available on date of private dinner for any reason, Grand Prize will be forfeited without compensation of any kind and an alternate winner may be selected (time permitting).

For ground transportation element of Grand Prize, winner and all guests must travel together on same itinerary. Sponsor will determine private car service/taxi or other provider of ground transportation in its sole discretion. Ground transportation will begin and end at Grand Prize winner's residence. It is the sole responsibility of guests to arrange transportation to/from Grand Prize winner's residence. Absent extraordinary circumstances, vehicle will not make any stops between Grand Prize winner's residence and venue for private dinner. Winner and guests must be present at designated time and area at Grand Prize winner's residence for travel to venue for private dinner; winner and guests must be present at designated time and area at conclusion of private dinner for return trip. If winner/guests are not present at such time and area for either leg of ground transportation, they will be solely responsible for traveling to and/or from (as applicable) private dinner. Grand Prize winner and guests must wear a safety belt at all times the vehicle is in operation, refrain from smoking in the vehicle at all times, refrain from interfering with or harassing the driver of the vehicle as well as complying with all other requirements of driver/ground transportation provider.

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

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

All costs and expenses not specified in these Official Rules are the Grand Prize winner's sole responsibility.

Grand Prize winner and his/her guests understand and agree that attending social gatherings with persons other than from their own household 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 attending the private dinner. Without limitation, winner and guests each expressly acknowledge that it is possible that he/she may contract COVID-19/Coronavirus in conjunction with attending the private dinner. Winner and guests further understand and agree that Sponsor and Sasto have not obtained insurance of any kind for them relative to attending the private dinner. Winner and guests indemnify, release and agree to hold harmless Sponsor and the management and representation of Joseph Sasto III (as well as Mr. Sasto personally) from any and all liability in conjunction with attending the private dinner.

Grand Prize winner and guests must at all times act in an appropriate, well-behaved and respectful manner in conjunction with attending the private dinner. Without limiting any of the foregoing, Grand Prize winner and guests understand and agree that:

- (a) Sponsor, Sasto and/or ground transportation provider 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 prize acceptance/use; 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 Sasto 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.

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

4. Winner Determination:

Winners will be determined via random drawing. There will be one (1) random drawing for each of California, Florida and Texas; each random drawing will be comprised only of eligible entries received from the corresponding state.

Grand Prize random drawings will take place on or about June 28, 2023. Odds of winning a Grand Prize depend on the total number of eligible entries received for a given state's random drawing. Grand Prize winners will be notified by e-mail and/or phone on or about June 29, 2023.

All random drawings 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 COMMERCIALY REASONABLE EFFORTS TO NOTIFY POTENTIAL WINNERS; BUT, SPONSOR AND JUDGES DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH ANY INABILITY TO CONTACT ANY POTENTIAL WINNER.

Each Grand Prize winner will be required to sign an Affidavit/Release within **two (2) days** 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 **one (1) day** (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 invited by Grand Prize winner to attend private dinner must sign and return a Liability Release and a Publicity Release (where lawful) within **one (1) day** of notification of Grand Prize winner (or such shorter amount of time that Sponsor may designate at time of winner notification).

Grand Prize winners and their 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 winners) or Release (for guests) is not acceptable, Sponsor may condition award of prize or attending private dinner 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 U.S. residents of California, Florida and Texas, who are 21 years of age or older at the time of entry. Offered only in California, Florida and 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 management and representation of Joseph Sasto III (as well as Mr. Sasto 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.) Prizes are non-transferable except at the sole discretion of the Sponsor. Limit of one prize per family, address or household. 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 winners and their 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 a winner and/or a 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 management and representation of Joseph Sasto III (as well as Mr. Sasto 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 ANY PRIZE (OR 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 Joseph Sasto III (as well as Mr. Sasto 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. **Winners' List:** Please send a request by e-mail to TanquerayWinner@experiencenve.com. Be sure to include TANQUERAY DAMN FANCY DINNER WINNERS in the subject line. All requests for the winners' list must be received by July 26, 2023 at 5:00 p.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.