

ASTRAL TEQUILA MARGARITACON SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Sweepstakes Period**: Sweepstakes begins at 12:00 a.m. Eastern Time (ET) on April 5, 2024 and ends at 11:59:59 p.m. (ET) on May 5, 2024.
2. **How to Enter**: There is only one (1) way to enter this sweepstakes.
 - a. Go to <https://www.astraltequila.com/margaritacon> (“Website”)† and verify your age.
 - b. Complete the entry form with all required information including your first name, last 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 May 5, 2024. There is a limit of one (1) entry per person per week. (A “week” begins on Friday and ends the immediately following Thursday except for the last week which ends on *Sunday*, May 5. Accordingly, a given person may enter the Sweepstakes up to four [4] times.) Multiple entries in violation of this limit 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 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. Prize:

ONE (1) Grand Prize will be awarded. Grand Prize is a trip for 4 days/3 nights for winner and up to three (3) guests (all of whom must be 21 years of age or older) and consists of roundtrip coach air travel from international airport nearest winner's residence to Cancun, Mexico (airports are of Sponsor's sole choosing); standard double occupancy hotel accommodations in Playa del Carmen; and \$1,000 e-gift card from a bank/financial institution which may be used for meals and incidentals (gift card issuer is of Sponsor's sole choosing; issuer's terms and conditions apply). Approximate Retail Value: \$7,600.00. Retail Value of Grand Prize may vary depending on point of departure and other factors.

ALCOHOL BEVERAGES ARE NOT PART OF THE PRIZE. All costs and expenses not specified in these Official Rules are the winner's sole responsibility, including travel to/from departure airport, souvenirs, meals and incidentals. Prize must be accepted as set forth herein.

IN ACCEPTING GRAND PRIZE AND TAKING TRIP, WINNER AND GUESTS EXPRESSLY UNDERSTAND AND AGREE THAT TRAVEL TO PLAYA DEL CARMEN, MEXICO CARRIES CERTAIN INHERENT RISKS INCLUDING SPECIFICALLY THE POSSIBILITY OF CRIMINAL ACTIVITY AND VIOLENCE. IF THE GRAND PRIZE WINNER DOES NOT WISH TO ACCEPT THESE RISKS, HIS/HER SOLE RECOURSE IS TO DECLINE THE PRIZE, IN WHICH CASE THE WINNER WILL NOT RECEIVE COMPENSATION OF ANY KIND NOR WILL SPONSOR HAVE ANY LIABILITY TO HIM/HER UNDER ANY LEGAL THEORY.

Trip is subject to availability, blackout dates, advanced notice requirements and other restrictions. Trip must be booked within six (6) months of winner notification; as per Rule 4 below, such deadline is estimated to be November 2024. Trip must be completed by within one (1) year of winner notification; as per Rule 4 below, such deadline is estimated to be May 2025.

Valid travel documents (including valid passport) are required for travel and are the sole responsibility of winner and guests.

Winner and guests must at all times act in an appropriate, well-behaved and respectful manner as well as following all safety and other instructions of prize suppliers (that is, hotel property and

air carrier). The preceding includes but is not limited any laws/regulations (of the United States, Mexico or any political subdivision of either country) and policies of prize suppliers designed to prevent the spread of COVID-19/Coronavirus; such as, mask-wearing, social distancing, providing proof of negative COVID-19/Coronavirus test, vaccination against COVID-19/Coronavirus as well as any mandatory quarantine in conjunction with prize travel. WINNER AND GUESTS FURTHER UNDERSTAND AND AGREE THAT COVID-19/CORONAVIRUS MAY BE MORE PREVALENT IN PLAYA DEL CARMEN/MEXICO THAN IN THE UNITED STATES AND EXPRESSLY ACCEPT THE RISK OF CONTRACTING COVID-19/CORONAVIRUS. AGAIN, IF THE GRAND PRIZE WINNER DOES NOT WISH TO ACCEPT THIS RISK, HIS/HER SOLE RECOURSE IS TO DECLINE THE PRIZE, IN WHICH CASE THE WINNER WILL NOT RECEIVE COMPENSATION OF ANY KIND NOR WILL SPONSOR HAVE ANY LIABILITY TO HIM/HER UNDER ANY LEGAL THEORY.

The Grand Prize winner and all guests must travel together on the same itinerary as set by Sponsor.

If winner chooses to accept the Grand Prize without the full complement of three (3) guests (or if one or more guests fails to timely return signed Liability/Publicity Release as discussed below), the Grand Prize will be awarded in increments appropriate for the actual number of travelers 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).

WINNER AND GUESTS FURTHER UNDERSTAND AND AGREE THAT SPONSOR HAS NOT OBTAINED INSURANCE OF ANY KIND FOR THEM RELATIVE TO ACCEPTANCE/USE OF THE PRIZE.

4. Winner Determination:

The winner will be determined in a random drawing on or about May 7, 2024. Odds of winning the Grand Prize depend on the total number of eligible entries received. The winner will be notified by e-mail and/or phone on or about May 8, 2024. 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.

The 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 prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. If a 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.

Each of winner's guests must sign and return a liability release and a publicity release (where lawful) within **five (5) days** of notification of winner. If a guest does not timely return signed liability release and publicity release (where lawful), Grand Prize winner must accept the prize without such guest as discussed above.

WINNER AND GUESTS AGREE THAT AN ELECTRONIC SIGNATURE/AFFIRMATION OF THE AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE (FOR WINNER) AND LIABILITY/ PUBLICITY RELEASE (FOR GUESTS) SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A HAND-SIGNED DOCUMENT. NOTWITHSTANDING THE FOREGOING, SHOULD SPONSOR/JUDGES DETERMINE IN THEIR SOLE DISCRETION THAT THE ELECTRONICALLY SIGNED/AFFIRMED VERSION OF EITHER DOCUMENT IS NOT ACCEPTABLE, SPONSOR MAY CONDITION AWARD OF PRIZE (FOR WINNER) OR ACCOMPANYING WINNER ON TRIP (FOR GUESTS) 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 (50) United States and the District of Columbia, who are 21 years of age or older at the time of entry. Void 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., its 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 (excluding only gift card component of Grand Prize as may be required by applicable law). 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. 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 his/her guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify the winner and his/her guests 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 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). The preceding expressly includes but is not limited to (a) any injury, death, damage or loss of property due in whole in part to criminal activity or violence encountered during trip and (b) any illness or death related in whole or in part to contracting COVID-19/Coronavirus during trip.

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 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. 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. 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, 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. The preceding expressly includes but is not limited to (a) any injury, death, damage or loss of property due in whole in part to criminal activity or violence encountered during trip and (b) any illness or death related in whole or in part to contracting COVID-19/Coronavirus during trip.

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:** For winner's list, please send a self-addressed stamped envelope to DIA6487354W Astral MargaritaCon Sweepstakes Winner, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by June 5, 2024 and received by June 20, 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.

Please Drink Responsibly.

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