## CASAMIGOS SUNDANCE FILM FESTIVAL® SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY. OPEN ONLY TO LEGAL U.S. RESIDENTS, 21 OR OLDER. VOID WHERE PROHIBITED BY LAW. INTERNET ACCESS & VALID E-MAIL REQUIRED.

- 1. <u>Sweepstakes Period</u>: The CASAMIGOS SUNDANCE FILM FESTIVAL  $\mathbb{R}^{\dagger}$  SWEEPSTAKES ("Sweepstakes") begins on 11/26/2024 @ 12:00 a.m. Eastern Time (ET) and ends 12/31/2024 @ 11:59:59 p.m. ET.
- **How to Enter:** There is only one (1) way to enter this sweepstakes.
- **A.** Go to https://www.casamigos.com/sundance-sweeps ("Website")† and verify your age.
- **B.** Following the instructions on Website, provide all required information on the entry form, including your first name and last name, date of birth, city/state, zip code, phone number and e-mail address.

†You may access the mobile version of the Website by scanning the QR Code found on Sweepstakes advertising materials where available. For clarity, scanning the QR Code in and of itself will <u>not</u> result in entry.

Internet access and valid e-mail address are required to enter the Sweepstakes. If utilizing the mobile version of the Website (including scanning QR Code), wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan as well as reviewing your phone's capabilities for specific instructions as to utilizing QR Code. Not all cellular phone providers carry necessary service to enter via mobile version of 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 12/31/2024 @ 11:59:59 p.m. ET. 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. 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 visitor to enter online (including scanning QR Code to access Website); 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.casamigos.com/PrivacyPolicy\_uen.html?locale\_uen-us">https://footer.diageohorizon.com/dfs/assets/www.casamigos.com/PrivacyPolicy\_uen.html?locale\_uen-us</a> as well as Diageo's Conditions of Use at

https://footer.diageohorizon.com/dfs/assets/www.casamigos.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:

One (1) Grand Prize will be awarded. Grand Prize consists of a trip for 4-days/3-nights for the winner and one (1) guest (who must be 21 years of age or older) to Sundance Film Festival on January 23<sup>rd</sup> – January 26<sup>th</sup>, 2025 in Park City, UT. (Winner and guest will NOT attend the Sundance Film Festival in its entirety.) Trip includes first class air travel for winner and guest from major commercial airport nearest winner's residence to Salt Lake City (two [2] flights; airports are of Sponsor's sole choosing); standard hotel accommodations (two rooms total, single occupancy), four (4) tickets to premieres at Sundance Film Festival (two [2] tickets for winner; two [2] tickets for guest), day pass and equipment rentals for skiing in Park City for winner and guest (issuer of day pass is of Sponsor's sole choosing; issuer's terms and conditions apply to use of same)\*\*, two (2) gift baskets with merchandise (one for winner; one for guest) [due to legal requirements, if winner is a resident of Virginia, he/she will receive a substitute prize of comparable value in lieu of the two {2} gift baskets], and two (2) \$500 e-gift cards from bank/financial institution (such as, American Express, MasterCard or Visa†; issuer is of Sponsor's sole choosing; issuer's terms and conditions apply to use of same). Approximate Retail Value: \$8,190. Actual value of Grand Prize depends on winner's residence and other factors; winner will not receive the difference between approximate retail value and actual value of prize.

\*\*Skiing is an inherently dangerous activity with the risk of catastrophic injury or even death, which may be caused by terrain, weather conditions, natural and/or man-made objects, or other causes. Such risks exist regardless of the level of expertise of the skier, with such risks being amplified for beginning/novice skiers. Before engaging in the sport of skiing, winner and guest may wish to consult with a physician or other medical professional to confirm that they are in suitable condition to do so. Winner and guest may also be required to sign and return a waiver of liability/release from the third party prize supplier as a condition of acceptance of this prize element. IF WINNER/GUEST CANNOT ACCEPT THIS ELEMENT OF GRAND PRIZE FOR ANY REASON, NO COMPENSATION OR ALTERNATE PRIZE WILL BE AWARDED IN ITS PLACE.

†Trademarks used solely for purposes of prize identification. None of the identified companies have sponsored, endorsed, authorized this Sweepstakes or CASAMIGOS Tequila or are otherwise affiliated with this Sweepstakes in any manner.

To accept Grand Prize, the winner must be available to travel January 23<sup>rd</sup> – January 26<sup>th</sup>, 2025 to attend Sundance Film Festival; if the winner cannot do so for any reason, Grand Prize will be forfeited without compensation of any kind and alternate winner may be selected (time permitting).

Ticket type and seat location for each premiere will be determined by Sponsor in its sole discretion; ticket type/seat location may vary by specific premiere. Tickets to premieres are subject to terms and conditions of use as provided therewith, including policy if premiere(s) cannot be conducted as scheduled for any reason. Restrictions for venues hosting premieres also apply, including but not limited to (a) bag policy; (b) security screening; (c) prohibition on bringing weapons and certain other items into venue; and (d) restrictions on re-entry. Tickets are not intended for use by anyone other than winner and their guest including but not limited to provision to another via re-sale, exchange or barter.

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

Winner and guest must at all times act in an appropriate, well-behaved and respectful manner at all times as well as following all safety and other instructions during Grand Prize trip including visit to venues hosting premieres, including fully complying with applicable restrictions on conduct at such venues. The preceding also includes full compliance with any laws/regulations or policies (of the United States or any political subdivision thereof, of air carrier, hotel property or venues hosting premieres, 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.

Prize must be accepted as set forth herein.

All costs and expenses not specified in these Official Rules are the winner's sole responsibility; including travel to/from airports, meals, souvenirs and incidentals.

Winner and guest understand and agree that Sponsor has not obtained any insurance for them in conjunction with the Grand Prize trip. The preceding includes but is not limited to the skiing element of the Grand Prize trip.

Should winner live within reasonable driving distance of Park City, UT, Sponsor will replace air travel with ground transportation and no substitute prize or compensation will be awarded (and, in such case, the value of the Prize will be less than the amount indicated above).

If winner chooses to accept the Prize without a guest (or if guest 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 (i.e., the winner him/herself) 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). Without in any way limiting the foregoing, winner will only receive one (1) ticket to the Sundance Film Festival and one (1) gift basket.

## ALCOHOL IS NOT PART OF PRIZE.

Winner will not receive any compensation or alternate prize if they or guest do not attend one or more premieres taking place at the Sundance Film Festival January 23<sup>rd</sup> – January 26<sup>th</sup>, 2025 to which tickets grant admission.

If winner declines Prize for any reason, no compensation or alternate prize will be awarded in its place.

## 4. Winner Determination:

The winner will be selected in a random drawing on or about January 3<sup>rd</sup>, 2025. The random drawing will be conducted by Administrator (i.e., Avid, Inc. dba Avid Marketing Group, the independent, third party marketing agency retained by Sponsor to administer the Sweepstakes on its behalf), whose decisions will be final in all matters relating to the Sweepstakes. Odds of winning will be determined by the total number of eligible entries received.

Winner will be notified by e-mail and/or phone from Administrator on or about January 6<sup>th</sup>, 2025 (method[s] of notification is of Sponsor's sole determination). The e-mail communication will include an affidavit of eligibility, a liability release and a publicity release (where lawful), which must be signed by winner within one (1) day of notification or 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 contacted within one (1) day, Prize will automatically be forfeited and an alternate winner may be selected at Sponsor's sole discretion (again, time permitting).

AS TO WINNER NOTIFICATION, SPONSOR AND ADMINISTRATOR WILL ATTEMPT TO CONTACT POTENTIAL WINNER VIA E-MAIL AND/OR PHONE, AND MAY MAKE ONLY ONE SUCH ATTEMPT VIA ONE METHOD. SPONSOR AND ADMINISTRATOR WILL USE COMMERCIALLY REASONABLE EFFORTS TO CONTACT POTENTIAL WINNER AND DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH SAME. IT IS STRONGLY RECOMMENDED THAT YOU PERIODICALLY CHECK THE PHONE NUMBER AND E-MAIL ADDRESS INCLUDED ON THE ENTRY FORM ON JANUARY 6<sup>TH</sup>, 2025 FOR SUCH NOTIFICATION.

Winner's guest must sign and return a liability release and a publicity release (where lawful) prior to Grand Prize trip to Sundance Film Festival, or winner must accept the Grand Prize without a guest, as discussed above.

Except where prohibited, acceptance of Prize constitutes winner's consent to use of their name, likeness and biographical data for advertising and promotional purposes without additional compensation.

WINNER AND GUEST AGREE THAT AN ELECTRONIC
SIGNATURE/AFFIRMATION OR FACSIMILE VERSION OF THE AFFIDAVIT OF
ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE (FOR WINNER) OR
LIABILITY/PUBLICITY RELEASE (FOR GUEST) SHALL HAVE THE SAME LEGAL
FORCE AND EFFECT AS A HAND-SIGNED DOCUMENT. NOTWITHSTANDING
THE FOREGOING, SHOULD SPONSOR/ADMINISTRATOE DETERMINE IN THEIR
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 WINNER
ON TRIP INCLUDING RECEIPT OF TICKET TO SUNDANCE FILM FESTIVAL (FOR
GUEST) ON RETURN OF THE ACTUAL HAND-SIGNED DOCUMENT.

Winner must furnish valid proof of age (for example, a government-issued driver's license, birth certificate or passport). An affidavit of eligibility, liability release and publicity release (where lawful) must be provided to Administrator before prize can be received. No prize will be awarded unless the Affidavit has been received by Administrator.

Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without notice or further obligation.

- **Eligibility:** This Sweepstakes is open only to legal U.S. residents, who are 21 years of age or older at the time of entry. Void 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., Sundance Institute and (as applicable) their respective affiliates, printers, advertising and promotion agencies (including Administrator), 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 gift card component of the Prize where required by applicable law. Prize is non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on 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 guest. To the extent necessary and permitted by law, winner and guest shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify winner and/or 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, Administrator, Sundance Institute 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.

SPONSOR MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND REGARDING PRIZE (AND ALL ELEMENTS THEREOF), INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE. THE PRECEDING INCLUDES BUT IS NOT LIMITED TO THE SKIING ELEMENT OF THE PRIZE.

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. 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 a prize, the winner shall be required to comply with any and all applicable federal, state and local laws, rules and regulations.

In consideration of their receipt of any prize, prize winner for himself or herself and their guest, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties, Administrator, Sundance Institute as well as Meta Platforms, Inc. from and 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, 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.

**Electronic Entries:** In the event of a dispute, online entries 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 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, SEEK TO DEFRAUD SPONSOR OR ADMINISTRATOR, OR UNDERMINE THE LEGITIMATE OPERATION OF THIS 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 Casamigos Sundance Film Festival Sweepstakes Winner, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winner's list must be postmarked by January 31st, 2025 and received by February 14th, 2025.

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

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Sweepstakes not sponsored or offered by Sundance Institute or Sundance Film Festival.