

## SMIRNOFF “SUMMER OF 2,021 DREAMS” PROMOTION

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 WASHINGTON, DC, WHO ARE 21 YEARS OF AGE OR OLDER. VOID IN ALASKA, HAWAII AND WHERE PROHIBITED OR RESTRICTED BY LAW.

### 1. Promotion Overview.

The Promotion begins at or after 12:01 a.m. Eastern Time (ET) on March 29, 2021 and ends at 11:59:59 p.m. (ET) on August 15, 2021. The Promotion consists of a Sweepstakes (with certain prizes awarded via chance/random drawing) and a Skill Contest (with other prizes awarded based on a judging panel’s evaluation of the comparative quality of certain prescribed content submitted by entrants). See Rule 4 for a listing of prizes offered in the Sweepstakes; see Rule 6 for a listing prizes offered in the Skill Contest. By completing and submitting an entry form, you will be entered in the Sweepstakes) assuming that you are eligible. You may – but are NOT required to – also enter the Skill Contest. (If you choose to enter the Skill Contest, you must do so during the same on-line session as when you enter the Sweepstakes.)

Internet access and valid e-mail address are required to participate in the Promotion.

If accessing the Promotion via mobile device, 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.

### 2. How To Enter.

Go to <https://www.smirnoff.com/2021Dreams> (“Website”) and verify your age.

Then, following the on-screen instructions, provide your name, complete street address (no P.O. Boxes), e-mail address, phone number and date of birth.

**WARNING: BY VERIFYING YOUR AGE AND THEREAFTER PROVIDING YOUR DATE OF BIRTH, YOU REPRESENT AND WARRANT THAT SUCH INFORMATION IS TRUE AND CORRECT WITH THE UNDERSTANDING THAT, IN ACCEPTING YOUR ENTRY, SPONSOR IS ACTING ON DIRECT RELIANCE ON THIS REPRESENTATION AND, IN THE ABSENCE OF SAME, SPONSOR WOULD NOT HAVE PERMITTED YOU TO ENTER THE PROMOTION. YOU FURTHER DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT YOUR DATE OF BIRTH (AND OTHER PERSONAL INFORMATION) IS TRUE AND CORRECT.**

If you are only interested in entering the Sweepstakes, click “Submit.”

But, if you wish to also participate in the Skill Contest, provide your response to the following question in the designated area of the entry form: *Tell or show us how you want to live your best life this Summer.* Your response may be in the form of statement (of no more than 200 characters) and/or a photo which is in compliance with the technical specifications of Website. Then, click “Submit” for entry in the Skill Contest (as well as the Sweepstakes).

**Regardless of whether one wishes to only enter the Sweepstakes or to enter the Sweepstakes AND the Skill Contest, all entries must be received no later than 11:59:59 p.m. ET on August 15, 2021. However, to be eligible to win certain prizes, an entry must be submitted prior to the designated Entry Period deadlines for the Sweepstakes (as per Rule 3) and the Skill Contest (as per Rule 5).**

There is a limit of one (1) entry in the Sweepstakes and one (1) entry in the Skill Contest per person per day (a day being defined as 12:00 a.m. ET [12:01 a.m. ET on March 29, 2021] to 11:59:59 p.m. ET); in addition, if a person wishes to enter the Skill Contest more than once, each response to the Contest question must be different. Multiple entries in violation of these limitations (as applicable) 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 an individual 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 administration of Sweepstakes, unless a participant 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.smirnoff.com/PrivacyPolicy\\_uen.html?locale=uen-us](https://footer.diageohorizon.com/dfs/assets/www.smirnoff.com/PrivacyPolicy_uen.html?locale=uen-us) as well as Diageo's Conditions of Use at [https://footer.diageohorizon.com/dfs/assets/www.smirnoff.com/www.smirnoff.com\\_uen-us\\_final\\_TnC.html](https://footer.diageohorizon.com/dfs/assets/www.smirnoff.com/www.smirnoff.com_uen-us_final_TnC.html). In the event of any discrepancy between the privacy & cookie notice and these Official Rules, the privacy & 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. Sweepstakes Winner Determination:

Winners will be determined via random drawing according to the following schedule.

Entry Period	Start Date @ 12:01 a.m. ET	End Date @ 11:59:59 p.m. ET	Approximate Drawing Date
1	March 29, 2021	May 2, 2021	May 3, 2021
2	May 3, 2021	May 31, 2021	June 1, 2021
3	June 1, 2021	July 25, 2021	August 6, 2021
4	July 26, 2021	August 15, 2021	August 16, 2021

Non-winning entries received for one (1) Entry Period random drawing will be retained for subsequent Entry Period random drawing(s). If any prizes are unawarded in the random drawings for Entry Period #1, #2 or #3, Sponsor may (but is not obligated to) select winners for such unawarded prizes in a subsequent Entry Period random drawing.

The random drawings will be conducted by an independent third-party judging agency (“Judges”).

Odds of winning will be determined by the total number of eligible entries received for the applicable Entry Period random drawing.

### 4. Sweepstakes Prizes

Entry Period	Prize	Quantity
1	SMIRNOFF Summer Prize Pack <sup>a</sup>	700
2	SMIRNOFF Summer Prize Pack	400
2	Gift Card <sup>b</sup>	250
3	SMIRNOFF Summer Prize Pack	200
4	SMIRNOFF Summer Prize Pack	115

<b>4</b>	<b>Gift Card</b>	<b>250</b>
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**Both the SMIRNOFF Summer Prize Pack and the Gift Card have an approximate retail value of \$50 each.**

<sup>a</sup> Includes SMIRNOFF hat, towel, sunglasses, koozies, dry bag, and socks.

<sup>b</sup> Issuer of Gift Card to be determined by Sponsor in its sole discretion; terms and conditions apply.

**TOTAL APPROX. RETAIL VALUE OF ALL SWEEPSTAKES PRIZES: \$95,750.00.**

**5. Skill Contest Winner Determination:**

The winners will be selected via evaluation by a judging panel according to the following schedule:

Entry Period	Start Date (@ 12:01 a.m. ET)	End Date (@ 11:59:59 p.m. ET)	Approximate Judging Date
1	March 29, 2021	May 2, 2021‡	May 3, 2021‡
2	May 3, 2021	June 14, 2021	June 15, 2021
3	June 15, 2021	August 15, 2021	August 16, 2021

**‡With regard only to the customized SMIRNOFF recreational vehicle, grill & SMIRNOFF branded items prize (as described below), Entry Period #1 will end on April 19, 2021 at 11:59:59 p.m. ET and the approximate judging date will be April 20, 2021.**

Non-winning entries received for one (1) Entry Period judging will be retained for subsequent Entry Period judging(s). If any prizes are unawarded in Entry Period #1 or #2, Sponsor may (but is not obligated to) select winners for such unawarded prizes in a subsequent Entry Period judging. (Similarly, non-winning entries received for the SMIRNOFF recreational vehicle, grill & SMIRNOFF branded items prize phase of the Entry Period #1 judging will be retained for the “general” Entry Period #1 judging; and, Sponsor may (but is not obligated to) select winners for any unawarded SMIRNOFF recreational vehicle, grill & SMIRNOFF branded items prizes in a subsequent judging.)

The evaluation of entries will be conducted by a judging panel comprised of representatives of Judges and members of the SMIRNOFF vodka and flavored malt beverage brand teams based on the following criteria:

- a. Creativity and originality (20%)

- b. Persuasiveness of individual’s communication of how entrant wishes to live his/her best life this Summer (50%)
- c. Alignment with the spirit animating the SMIRNOFF brand portfolio. (25%)
- d. Technical quality of statement and/or photo (5%)

In the event of a tie, the winner shall be the tied entrant who had the higher/highest score in the criterion of “Persuasiveness of individual’s communication of how entrant wishes to live his/her best life this Summer.”

The judging panel shall take into account whether the entry included a statement, a photo or both. Accordingly, to provide the strongest possible submission, entrants may wish to include both a statement and a photo as their entry in the Skill Contest.

**6. Skill Contest Prizes:**

**(a) Entry Period #1**

<b>Prize</b>	<b>Quantity</b>	<b>Approx. Retail Value (per unit)</b>
<b>Customized SMIRNOFF recreational vehicle, grill &amp; SMIRNOFF branded items<sup>c</sup></b>	<b>3</b>	<b>\$100,050</b>
<b>Home Bar<sup>d</sup></b>	<b>1</b>	<b>\$13,000</b>
<b>Summer Experience Prize<sup>e</sup></b>	<b>15</b>	<b>Value dependent on prize option chosen by judging panel</b>
<b>Backyard Party Gear<sup>f</sup></b>	<b>40</b>	<b>Value dependent on prize option chosen by judging panel</b>

<sup>c</sup> Driver’s license (and perhaps additional operator’s license) and proof of insurance required to take possession of recreational vehicle. Delivery must be taken by winner at his/her residence within (60) days of notice of availability. Sponsor may delay delivery of recreational vehicle by up to six (6) months due to availability. **Winner understands and agrees that operating a recreational vehicle is an inherently dangerous activity carrying a risk of injury.**

<sup>d</sup>Home bar includes liquor cabinet, signage, glasses and bar accessories. Laverne Cox (and/or another personality) will provide a private greeting to winner via video teleconference.

<sup>e</sup> Summer Experience is comprised three (3) different prize options, with the prize received by a specific winner to be selected by judging panel:

- (a) Paddleboard, with lessons from an instructor (Approximate Retail Value: \$1000);
- (b) Two (2) bicycles and a cycling outing (Approximate Retail Value: \$1000);
- (c) Backyard Party Kit includes cornhole, flying disc game, table, novelty serving tray and cooler (Approximate Retail Value: \$900).

Paddleboard lessons and cycling outing to be provided by prize supplier of Sponsor’s sole choosing. Advanced notice prior to date of paddleboard lessons/cycling outing required; date of paddleboard lessons/cycling outing subject to availability and may exclude holiday dates. Paddleboard lessons/cycling outing subject to expiration date; and, if not used by such date, prize will be forfeited and Sponsor shall have no liability to winner under any legal theory.

<sup>f</sup>Backyard Party Gear is comprised four (4) different prize options, with the prize received by a specific winner to be selected by judging panel:

- (a) Cooler and two “Bahama” chairs (Approximate Retail Value: \$325);
- (b) Mini-refrigerator (Approximate Retail Value: \$430);
- (c) Cooler and one Adirondack chair (Approximate Retail Value: \$545);
- (d) Cornhole, novelty serving tray and cooler (Approximate Retail Value: \$530).

**(b) Entry Period #2**

<b>Prize</b>	<b>Quantity</b>	<b>Approx. Retail Value (per unit)</b>
<b>Flight for winner &amp; up to (3) guests on private aircraft &amp; (4) SMIRNOFF duffle bags<sup>g</sup></b>	<b>1</b>	<b>\$20,400</b>
<b>Chartered Yacht<sup>h</sup></b>	<b>1</b>	<b>\$20,000</b>
<b>Home Bar</b>	<b>1</b>	<b>\$13,000</b>
<b>BBQ Backyard Concert<sup>i</sup></b>	<b>2</b>	<b>\$6,710</b>
<b>Travel for winner and up to 3 guests &amp; (4) SMIRNOFF duffle bags<sup>j</sup></b>	<b>4</b>	<b>\$5,400</b>
<b>Summer Experience Prize</b>	<b>15</b>	<b>Value dependent on prize option chosen by judging panel</b>

<b>Backyard Party Gear</b>	<b>20</b>	<b>Value dependent on prize option chosen by judging panel</b>
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<sup>g</sup>Awarded as a voucher redeemable for one (1) roundtrip flight on a private air carrier of Sponsor’s sole choosing. Available travel destinations limited to major U.S. cities. Advanced notice prior to date of travel required; flight subject to availability and may exclude holiday dates. Voucher subject to expiration date and, if not used by such time, prize will be forfeited and Sponsor shall have no liability to winner under any legal theory. Additional restrictions apply.

<sup>h</sup>Use of chartered yacht for winner and up to (10) guests, each of whom must be 21 years or older. A local celebrity/talent of Sponsor’s choosing will accompany winner and guests. Prize supplier is of Sponsor’s sole choosing. Advanced notice prior to date of yacht charter required; date of yacht charter subject to availability and may exclude holiday dates. Use of yacht charter subject to expiration date; and, if not used by such date, prize will be forfeited and Sponsor shall have no liability to winner under any legal theory

<sup>i</sup>Concert with local artist of winner’s choosing from curated list for winner and up to (10) guests, each of whom must be 21 years or older. Advanced notice prior to date of concert required; concert date subject to availability and may exclude holiday dates. Concert subject to expiration date; and, if not used by such date, prize will be forfeited and Sponsor shall have no liability to winner under any legal theory. Prize also includes (5) “Bahama” chairs, cooler and grill.

<sup>j</sup>Prize consists of travel voucher which may be redeemed for air travel and hotel stay. Issuer of voucher is of Sponsor’s sole choosing. Voucher subject to expiration date and, if not used by such time, prize will be forfeited and Sponsor shall have no liability to winner under any legal theory. Additional restrictions apply.

**(c) Entry Period #3**

<b>Prize</b>	<b>Quantity</b>	<b>Approx. Retail Value (per unit)</b>
<b>Home Bar</b>	<b>1</b>	<b>\$13,000</b>
<b>BBQ Backyard Concert</b>	<b>2</b>	<b>\$6,710</b>

**7. Additional Prize Restrictions:**

**FOR ALL PRIZES:**

- (a) any unspecified expenses involved in prize and acceptance and use are the winner’s sole responsibility.
- (b) To the extent that prizes (or elements or options or prizes) are not defined herein, Sponsor shall determine the specific attributes of same in its sole discretion.

(c) If any element of prize/prize option is declined by winner, no substitute prize or compensation will be awarded in lieu of same.

(d) **Alcohol is not part of any prize.**

**FOR PRIVATE AIRCRAFT FLIGHT, BACKYARD CONCERT, CHARTERED YACHT AND TRAVEL PRIZES:**

(a) Winner's guests must be 21 years of age or older and must complete, sign and return a Liability Release and Publicity Release (where lawful) prior to activity. If guest(s) fail to do so or if winner chooses not to have the allotted number of guests participate in activity, prize will be awarded in increments appropriate for actual number of attendees (including winner) and Sponsor shall have no liability to winner under any legal theory.

(b) No insurance of any kind has been obtained for the benefit of winner or guests in conjunction with acceptance and use of prize.

(c) **WINNER AND GUESTS UNDERSTAND AND AGREE THAT ACCEPTANCE AND USE OF PRIZE IS INHERENTLY DANGEROUS DUE TO COVID-19/CORONAVIRUS PANDEMIC AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ASSUME ANY AND ALL RISKS OF ILLNESS OR INJURY ASSOCIATED THEREWITH. SPONSOR RESERVES THE RIGHT WITH LITTLE NOTICE AND WITHOUT LIABILITY OF ANY KIND TO DELAY, MODIFY, SUSPEND OR REPLACE PRIZE ALTOGETHER WITH SUBSTITUTE PRIZE OF EQUAL VALUE TO THE APPROXIMATE RETAIL VALUE OF THE PRIZE DUE TO ECONOMIC AND/OR SOCIAL CONDITIONS RELATED TO COVID-19/CORONAVIRUS.**

(d) **WINNER AND GUESTS FURTHER AGREE TO FULLY COMPLY WITH ANY AND ALL APPLICABLE GOVERNMENT MANDATES AND PRIZE SUPPLIER GUIDELINES IN CONJUNCTION WITH PRIZE ACCEPTANCE AND USE, INCLUDING WEARING A MASK, SOCIAL DISTANCING, COVID-19/CORONAVIRUS TESTING.**

**FOR PRIVATE AIRCRAFT FLIGHT, BACKYARD CONCERT, TRAVEL, SUMMER EXPERIENCE, CHARTERED YACHT, PRIVATE GREETING COMPONENT OF HOME BAR PRIZES:**

Winner and guests must act at all times in an appropriate, respectful and well-behaved manner at all times, following all instructions provided as to prize acceptance and use (for Chartered Yacht Prize, such instructions include water safety guidelines). Failure to do so may result in termination of prize and, in such event, Sponsor shall have no liability to winner under any legal theory.



**FOR BACKYARD CONCERT, CHARTERED YACHT AND PRIVATE GREETING COMPONENT OF HOME BAR PRIZES:**

Participation of talent (including Ms. Cox) is subject to availability. If talent is not available for any reason, Sponsor's liability shall be limited to the other elements of prize as well as replacing talent with an alternative of its sole choosing. If talent is unavailable for any reason, no alternate prize or compensation will be awarded. For Backyard Concert and Chartered Yacht, talent may sign autographs, pose for selfies and engage in similar activities at their sole discretion. For Private Greeting component of Home Bar Prize, winner must attend video teleconference from private, secure location and agrees not to share the video teleconference with any persons who are under (21) years of age.

**FOR PRIVATE AIRCRAFT FLIGHT AND TRAVEL PRIZES:**

It is the winner's sole responsibility to arrange transportation to and from the airport nearest winner's residence; and winner and guest must travel together on the same itinerary as set by Sponsor in its sole discretion.

**FOR BACKYARD CONCERT AND CHARTERED YACHT PRIZES:**

Award of prize is conditioned on weather conditions as determined by Sponsor or prize supplier in their sole discretion, resulting in postponement and re-scheduling of applicable prize activity.

**8. Winner Notification:**

Winners will be notified by e-mail and/or phone (method[s] of notification being of Sponsor's sole choosing.)

Winners of Skill Contest Prizes will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within three (3) days of notification or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. If winner of Skill Contest Prize cannot be located or does not respond to attempt to be notified within three (3) days, prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion.

At Judges' sole discretion, winners of Sweepstakes Prizes may be required to sign a Declaration of Eligibility, a Liability Release and a Publicity Release (where lawful) within an indicated time period or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. If winner of Sweepstakes Prize cannot be located or does not respond to attempt to be notified within one (1) day, prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion.

Winner agrees that an electronic signature/affirmation or facsimile version of Affidavit/Release or Declaration/Release (the latter, if applicable) shall have the same legal force and effect as if hand-signed. Notwithstanding the foregoing, should Sponsor or Judges determine in their sole discretion that the electronic signature is unreliable or inadequate,

Sponsor and Judges reserve the right to condition prize award upon winner's 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 by Sponsor and its designees without additional compensation. Without limitation, winner of customized recreational vehicle prize agrees to make him/herself available for participation in prize award ceremony upon Sponsor's request in early/mid-May 2021, without additional compensation. (However, Sponsor shall not have any liability under any legal theory should it choose not to proceed with the prize award ceremony for one or more winners of customized recreational vehicle prize for any reason.)

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

Prize information will be provided to winner upon proof of eligibility. Winner must furnish valid proof of age (for example, a driver's license, birth certificate or passport). An Affidavit/Release or Declaration/Release (the latter, if applicable) must be provided to Judges before prize can be received. Prize will not be awarded unless the Affidavit/Release (or Declaration/Release, if applicable) has been received by Judges.

#### **9. Skill Contest Entries:**

All materials, documents, information and data submitted by entrant in connection with participation in the Skill Contest, including the Contest entry (i.e., the statement and/or photo) are the property of Sponsor and will not be returned. By participating in the Skill Contest, entrants represent and warrant that their entry is their sole, original work and that it does not infringe upon the rights of any other party, including but not limited to any intellectual property, trade secret or other proprietary rights of any other party. By submitting a statement and/or photo as an entry in the Skill Contest, entrant further represents and warrants that any person(s) referenced therein has given his or her express written consent to the reference and use as contemplated by these Official Rules and that entrant has obtained written permission for such use from any such person. Submission of a statement and/or photo as an entry for the Skill Contest grants Sponsor the right to use, publish, adapt, edit and/or modify such entry in any way, in whole or in part, and to use the entry, and any ideas or concepts contained therein, in commerce and in any and all media now known or hereafter discovered, worldwide, including but not limited to the Website (and/or the mobile version of Website), Sponsor's official pages on social media platforms and/or on Sponsor's other website(s), without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the entry. Submission of statement and/or photo as an entry further constitutes the entrant's consent to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in and to the Contest entry, including but not limited to all intellectual property rights and proprietary rights worldwide. Any content, material or information included in statement and/or photo submitted an entry in the Skill Contest shall not be confidential, proprietary or trade secret. By submitting a statement and/or photo as an entry in the skill contest, entrant consents to Sponsor's use, reproduction and disclosure of the entry, and ideas, concepts or other materials

contained therein, for any purpose, including any commercial purpose. **ANY STATEMENT AND/OR PHOTO SUBMITTED AS AN ENTRY IN THE SKILL CONTEST THAT CONTAINS THIRD PARTY WORKS, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS OR SIMILAR BRAND IDENTIFYING MARKS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS WILL NOT CONSTITUTE A VALID ENTRY FOR THE SKILL CONTEST.**

The statement and/or photo must be created solely by the entrant. By submitting a statement and/or photo as an entry in the Skill Contest, entrant represents and warrants that: (i) his/her statement and/or photo are the sole and original creation of the entrant and have not been copied in whole or in part from any other work; (ii) the statement and/or photo do not violate or infringe any copyright, trademark, trade name, trade secret or other proprietary right of any person or entity; and (iii) any person(s) referenced or depicted (as the case may be) in the statement and/or photo has given his or her express written consent to its submission into the Skill Contest phase of the Promotion and use as contemplated by these Official Rules and by submitting any statement and/or photo that contains the name, likeness or otherwise references any person, you hereby represent and warrant that you have obtained such written permission. Any statement and/or photo that contains third party works, copyrights, trademarks, trade names, logos, similar brand identifying marks, trade secrets or other proprietary rights will not constitute a valid entry for the skill contest.

Photos containing full or partial nudity, defined as the display of the genitals, pubic area, vulva, anus, or anal cleft with less than a fully opaque covering or the showing of the breast with less than a fully opaque covering of any part of the nipple, or any lewd or sexually suggestive gesture will be disqualified. No statement and/or photo shall (a) reference or depict (as the case may be) persons consuming alcoholic beverages (b) reference/depict persons conducting themselves in an inappropriate manner (c) contain material that would imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination, (d) contain any material that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status, or (e) include a reference/depiction to any person that appears to be under 21 years of age. Obscene, provocative, lewd or otherwise objectionable content or those which reflect poorly on any SMIRNOFF vodka and/or flavored malt beverage brands will not be considered and the determination of the appropriateness of any statement and/or photo is at the sole discretion of the Sponsor and/or the judging panel.

## **9. Eligibility:**

This Promotion is open only to legal residents of the 48 contiguous United States and Washington, DC, 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 Beer Company USA, Diageo Americas, Inc., their respective affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

## 10. General Conditions:

Entry in the Promotion constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules as well as to the decisions of the Judges and judging panel (to the extent applicable). No substitution of prize or cash equivalent except at Sponsor's sole discretion. Limit of one (1) prize per person, household or address. 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 prize winners and guest(s) of winners of Private Aircraft Flight, Backyard Concert and Travel Prizes. To the extent necessary and permitted by law, prize winner and guest(s) of winners of Private Aircraft Flight, Backyard Concert and Travel Prizes shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winner and guest(s) of winners of Private Aircraft Flight, Backyard Concert and Travel Prizes 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, as well as Facebook, Inc./Instagram 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 Promotion (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of awarded prize (including any travel or activity related thereto). Sponsor makes no representation, warranty or guarantee of any kind (including the warranty of merchantability or fitness for intended purpose) regarding any Prize under any legal theory; the only warranties – if any – are those of the corresponding prize supplier(s).

The value of the prize won by a participant under the sweepstakes may be taxable as income to its winner. For Skill Contest Prizes with an approximate retail value of \$1,000 or above, the 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. Winner is solely responsible for any and all taxes and/or fees associated with the prize. Upon receipt of prize, the winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

In consideration of his/her receipt of any prize, prize winner for himself or herself and his or her guests, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties, as well as Facebook,

Inc./Instagram 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 Promotion, including, but not limited to, prize winner's participation in the Promotion; prize winner's Promotion 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.

### **11. Electronic Entries:**

In the event of a dispute, online entries (including entries made on a 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 is not responsible for lost, late, damaged, illegible, misdirected, incomplete entries, or for online entries (including entries made on mobile version of the Website) not received due to lost, failed, delayed or interrupted connections or miscommunications, or for other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of online entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by website visitors or by any human or technological error that may occur in the processing of online entries (including entries made on a mobile website) in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Promotion, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Promotion. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING ANY MOBILE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION 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.**

**12. Winners' List:** For names of prize winners, please send a self-addressed stamped envelope to DIA2754848 Smirnoff RWB Ultimate 2021 Giveaway Sweeps, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by September 15, 2021 and received by September 29, 2021.

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SMIRNOFF ICE Premium Flavored Malt Beverage. The Smirnoff Co., New York, NY.

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Please Drink Responsibly.