

DON JULIO “SUMMER ON WITH DON” SWEEPSTAKES

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

1. This sweepstakes begins at or after 12:01 a.m. Eastern Time (ET) on August 5, 2020 and ends at 11:59:59 p.m. (ET) on September 16, 2020.

2. There are two (2) ways to enter:

A. Online:

- (1) Go to www.donjulio.com/summeron (“Website”) and verify your age.
- (2) Provide your name, state, zip code, telephone number and e-mail address and follow the on-screen instructions.

B. On Instagram:

From your public Instagram account,

- (1) Follow the official DON JULIO Tequila Instagram page at www.instagram.com/DonJulioTequila (if you do not already).
- (2) Post a photo (with or without caption) showing how you’re celebrating summer, tagging @TequilaDonJulio along with the hashtags #SummerOnWithDon and #Sweepstakes. Post must be static and made as a part of your Instagram feed.

3. Restrictions on Entry:

Internet access and valid e-mail address are required to enter the Sweepstakes. To enter via Entry Method “B,” you must be a registered member of Instagram. Membership on Instagram is free, but a compatible mobile device is required to download the Instagram app and for optimal use of the Instagram service.

If utilizing the mobile version of the Website or the Instagram website to enter the Sweepstakes (or if entering via the Instagram app), 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/mobile version of the Instagram website; not all cellular phone providers support the Instagram app. Wireless Internet access is not available in all areas.

All entries must be received no later than 11:59:59 p.m. ET on September 16, 2020.

There is a limit of one (1) entry per person regardless of entry method used. 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. (Acknowledgment may include Sponsor commenting on a photo posted on Instagram by a prospective entrant utilizing Entry Method “B”).

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 (for Entry Method “A”) or associated with the Instagram handle used to post the photo and enter the Sweepstakes (for Entry Method “B”).

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, 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.donjulio.com/PrivacyPolicy_uen.html?locale=uen-us as well as Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.donjulio.com/TnC_uen.html?locale=uen-us. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy 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.

4. Additional Restrictions on Entry: Entry via Instagram

Any content, material or information included in photo (as used herein, “photo” includes any accompanying caption) shall not be confidential, proprietary or trade secret. Prospective entrant represents and warrants that the photo is his/her 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.

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 photo shall (a) depict or reference persons consuming alcoholic beverages; (b) depict or reference 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 to or depiction of any person who appears to be under 21 years of age. Obscene, provocative, lewd or otherwise objectionable content or that which reflects poorly on the DON JULIO tequila brand will not be considered and the determination of the appropriateness of any photo is at the sole discretion of the Sponsor and/or an independent third party judging organization (“Judges”). In addition to voiding of entry, Sponsor reserves the right to petition Facebook, Inc./Instagram to remove the objectionable photo from the Instagram social media platform.

YOU MUST INCLUDE THE HASHTAGS #SUMMERONWITHDON AND #SWEEPSTAKES (AS WELL AS TAGGING @TEQUILADONJULIO) WHEN POSTING YOUR PHOTO SHOWING HOW YOU CELEBRATE SUMMER SO THAT THE PUBLIC READILY UNDERSTANDS THAT, IN POSTING THE PHOTO, YOU ARE PARTICIPATING IN A PROMOTIONAL CONTEST IN SUPPORT OF DIAGEO AMERICAS, INC.’S DON JULIO TEQUILA PRODUCTS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY, WITHOUT PRIOR NOTICE OR LIABILITY OF ANY KIND, AN ENTRANT IF HE/SHE POSTS A PHOTO SHOWING HOW HE/SHE CELEBRATES SUMMER WITHOUT INCLUDING THE HASHTAGS #SUMMERONWITHDON AND #SWEEPSTAKES.

POSTED PHOTO REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE PROSPECTIVE ENTRANT HIM/HERSELF AND DOES NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR WILL NOT REVIEW ANY PHOTOS PRIOR TO THE POSTING OF SAME BY PROSPECTIVE ENTRANTS AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION THEREWITH.

5. Prizes:

One (1) Grand Prize will be awarded. Grand Prize consists of:

- (a) a \$5,000.00 gift card redeemable at west elm® or other Williams-Sonoma, Inc. stores (e.g., Williams-Sonoma®, Williams-Sonoma Home® and Pottery Barn®) Gift card may be used in-store in the United States and Puerto Rico, by phone or on-line at applicable Williams-Sonoma, Inc. brand website. Additional terms and conditions apply: see <https://www.westelm.com/popup/customer-service/gc-terms-and-conditions.html>.

AND

- (b) a trip for 4 days/ 3 nights for winner and up to (3) guests (each of whom is 21 years or older) to the DON JULIO Distillery in Jalisco, Mexico. Approximate Retail Value: \$13,000.00..†

Twenty (20) Runner-Up Prizes will be awarded. Each Runner-Up Prize is a \$500.00 gift card redeemable at west elm® or other Williams-Sonoma, Inc. stores (see above).

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: \$28,000.00.

†If Grand Prize winner declines the Gift Card portion of the Grand Prize, he/she will only receive the Trip portion of the Grand Prize without further compensation of any kind. However, Grand Prize winner may decline the Trip portion and receive a cash prize of \$2500.00 in place thereof as well as receiving the Gift Card portion of the Grand Prize. See also Rule 6 below.

All costs/expenses not specified in these Official Rules with respect to any Prize are the winner's sole responsibility. Should Grand Prize winner choose to accept Trip portion of Grand Prize, such costs/expenses include meals, gratuities, souvenirs and other incidentals incurred during prize travel.

6. Grand Prize Restrictions: Trip

Trip includes roundtrip coach air travel from international airport nearest winner's residence to Guadalajara; standard hotel accommodations (double occupancy) in Guadalajara for winner and guest(s); guided tour of the DON JULIO Distillery in Atotonilco El Alto.

Trip must be completed no later than December 20, 2021. Grand Prize winner's choice of travel dates is subject to availability, blackout dates, a minimum of sixty (60) days' notice in advance of desired departure date as well as Sponsor's pre-approval in its sole discretion. Grand Prize Winner therefore may not receive his/her first choice of travel dates.

Grand Prize winner and guest(s) understand and agree that travel to Jalisco, Mexico may be dangerous due to the prevalence of violent crime and gang activity in the region. In taking the Trip, Grand Prize winner and guest(s) expressly assume such risk of harm.

SPECIAL CAUTION: COVID-19: Grand Prize winner and guest(s) each understand and agree that travel is inherently dangerous due to the COVID-19/Coronavirus epidemic/pandemic which is a highly contagious and communicable disease for which there is currently no known vaccine; 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 prize travel. Without limitation, Grand Prize winner and guest(s) expressly acknowledge that, notwithstanding the safety precautions taken by air carrier, hotel property, DON JULIO Distillery and other venues, and other providers of travel-related services, it is possible that he/she may still contract COVID-19/Coronavirus and/or infect others even if he/she is asymptomatic. Additionally, Grand Prize winner/guest(s) understand and agree that, in response to economic and/or social conditions engendered by COVID-19/Coronavirus, Sponsor may be compelled to modify, postpone or even cancel outright the Trip perhaps with little (if any) advanced notice.

Grand Prize Winner and guest(s) further understand and agree that Sponsor has not obtained any travel or other insurance for them relative to the Trip. In all cases, Grand Prize winner and guest(s) indemnify, release and agree to hold harmless Sponsor from any and all liability which may arise directly or indirectly, in whole or in part, from the Trip.

GRAND PRIZE WINNER MAY CHOOSE TO DECLINE THE TRIP PORTION OF THE GRAND PRIZE FOR ANY REASON WHATSOEVER. IN SUCH CASE, HE/SHE WILL RECEIVE A CASH PRIZE OF \$2,500.00 IN PLACE THEREOF, TO BE AWARDED AS A CHECK (AS WELL AS THE GIFT CARD PORTION OF GRAND PRIZE IF IT WAS NOT DECLINED BY WINNER).

If Grand Prize Winner accepts Trip portion of Grand Prize:

- (a) Flight itinerary (airports) and hotel will be determined by Sponsor in its sole discretion. Trip is subject to additional restrictions.
- (b) **Alcohol beverages are NOT included.**
- (c) Grand Prize winner and his/her guest(s) must conduct themselves at all times in a socially responsible, respectful and appropriate manner; and, should Grand Prize winner and/or guest(s) fail to do so (as determined by Sponsor (including DON JULIO Distillery personnel) in their sole discretion, Trip portion of Grand Prize may be immediately terminated and the Sponsor will have no further liability or obligation to Grand Prize winner and/or guest[s] (as applicable). If such behavior is particularly egregious, Sponsor may additionally pursue legal sanctions against the Grand Prize winner and/or guest[s] (as applicable) and, in the case of Grand Prize winner, require return of the Gift Card portion of Grand Prize or its cash value. Grand Prize Winner and his/her guest(s) agree to comply with all regulations of DON JULIO Distillery in connection with the Trip.
- (d) If Grand Prize winner chooses to travel without the full complement of (3) guests (or if guest[s] fails to timely return the Liability/Publicity Release, as discussed in Rule 7 below), Trip portion of Grand Prize will be awarded in increments appropriate for Grand Prize winner and the actual number of guests accompanying Grand Prize winner on Trip (if any) and no substitute prize or compensation will be awarded and, accordingly, the value of the Grand Prize will be less than the amount indicated above.
- (e) Valid travel documents are required for international travel (e.g., passport) are the sole responsibility of Grand Prize winner and guests.

7. Winner Determination:

Winners will be determined in a random drawing on or about September 18, 2020 by Judges, whose decisions will be final in all matters relating to this Sweepstakes. (For persons who entered via Entry Method "B," the quality of the photo will not be taken

into account in the winner selection process provided that the photo is in compliance with these Official Rules, including Rule 4 above.) Odds of winning will be determined by the total number of eligible entries received.

Winners will be notified on or about September 22, 2020. If winner entered via Entry Method "A," he/she will be notified by phone and/or e-mail (method[s] of notification is of Sponsor's sole determination). If winner entered via Entry Method "B," he/she will be notified via direct message from @DonJulioTequila. IT IS THE ENTRANT'S SOLE RESPONSIBILITY TO CONFIRM THAT HIS/HER INSTAGRAM PRIVACY SETTINGS ALLOW FOR @DONJULIOTEQUILA TO CONTACT HIM/HER VIA DIRECT MESSAGE.

Winners 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 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. If winner cannot be located or does not respond to attempt to be notified within five (5) days (or such shorter amount of time that Sponsor may designate at time of notification), prize will automatically be forfeited, and an alternate winner may be selected at sponsor's sole discretion. For Grand Prize, if Trip portion of Grand Prize is accepted by winner, each of Grand Prize winner's guests must sign and return a Liability Release and a Publicity Release (where lawful) within five (5) days of notification of Grand Prize winner (or such shorter amount of time that Sponsor may designate at time of winner notification) or such person will not be permitted to accompany Grand Prize winner on the Trip as his/her guest; and, Sponsor in its sole discretion may allow Grand Prize winner to select another person as a replacement guest (contingent upon such replacement guest being 21 years of age or older and signing/returning a Liability Release and Publicity Release [where lawful]). If Sponsor determines in its sole discretion that sufficient time does not remain prior to the Trip for selection and verification of replacement guest(s), Grand Prize winner must accept the Trip portion of Grand Prize without the full complement of three (3) guests; and, Grand Prize winner will not receive any additional prize or compensation in conjunction therewith.

Winners and guest[s] of Grand Prize winner (if Trip portion of Grand Prize is accepted by Grand Prize winner) 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), if and 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 or Release (for Grand Prize winner's guest[s], if applicable) is not acceptable, Sponsor may condition award of Prize or accompanying winner on Trip portion of Grand Prize (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. 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 must be provided to Judges before prize can be received. No prize will be awarded unless the Affidavit/Release has been received by Judges.

8. Eligibility:

This Sweepstakes is open only to legal residents of the (48) contiguous United States, 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 Americas, Inc., Williams-Sonoma, Inc. (and, as applicable), their respective affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

9. 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. (With regard to Runner-Up Prize and the Gift Card portion of Grand Prize, the preceding is subject to applicable laws which allow for the holder of a gift card to redeem same for its cash value). Limit of one prize per family, address of household. 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. If Trip portion of Grand Prize is accepted by winner: (a) it is the winner's sole responsibility to arrange transportation to and from the international airport nearest winner's residence; and (b) winner and guest(s) must travel together on the same itinerary as set by Sponsor in its sole discretion. Sponsor reserves the right to conduct a background check of any criminal records of prize winners and the guest(s) of Grand Prize winner (if Trip portion of Grand Prize is accepted by Grand Prize winner). To the extent necessary and permitted by law, prize winners and guest(s) of Grand Prize winner (if applicable) shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winners and/or guests of Grand Prize winner (if applicable) 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 Williams-Sonoma, Inc. 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 Sweepstakes (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 Prizes or any portion thereof (as applicable) under any legal theory; the preceding only excludes, to the extent applicable, the provision of the tour of the DON JULIO Distillery as part of the Trip portion of Grand 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. 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 reflecting the fair market value of Grand Prize awarded to him/her. 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, Williams-Sonoma, Inc. 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 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.

10. 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 and its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete entries, or for online entries (including entries made on a mobile website) not received 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 online entries. (For Entry Method "B," Sponsor and its agencies are not responsible if any entry cannot be accessed or recorded due to the functionality or other operation of the Instagram social media platform.) Sponsor and its agencies are 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 Sweepstakes. 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 (INCLUDING ANY MOBILE WEBSITE) 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.

11. **Winners' List:** For names of winners, please send a self-addressed stamped envelope to DON JULIO Summer On With Don Sweepstakes P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winner's list must be postmarked by October 16, 2020 and received by October 30, 2020.

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

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

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Please Drink Responsibly.