#### CAPTAIN MORGAN "FOLLOW THE CAPTAIN" 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 AND THE DISTRICT OF COLUMBIA, WHO ARE 21 YEARS OF AGE OR OLDER, BUT TO WIN THE SUPER BOWL® LVIII TRIP-RELATED PRIZES (SEE RULE 5) AND, IN THE PHOENIX METROPOLITAN AREA AND GREATER LOS ANGELES ONLY, THE "CAPTAIN'S SECTION" TICKET PRIZES (SEE RULE 7), YOU MUST BE 25 YEARS OF AGE OR OLDER. VOID IN ALASKA, HAWAII AND WHERE PROHIBITED OR RESTRICTED BY LAW.

INTERNET ACCESS AND VALID E-MAIL ADDRESS ARE REQUIRED TO PARTICIPATE IN THE SWEEPSTAKES.

#### Sweepstakes Overview and Schedule.

Sweepstakes consists of an instant win game, several random drawings, as well as local prizing of tickets in the special "Captain's Section" seating area to designated NFL games offered on a 1<sup>st</sup> "X" to respond basis only in the Phoenix Metropolitan Area and Greater Los Angeles. The Sweepstakes will be administered by an independent third party judging organization whose decisions are final in all respects, including implementation of the instant win game, the random drawings and the "1<sup>st</sup> X" respondents program in the Phoenix Metropolitan Area and Greater Los Angeles.

The instant win game starts at 12:00 a.m. Eastern Time (ET) on September 12, 2023 and ends at 11:59:59 p.m. (ET) on February 11, 2024. Each week will begin on Tuesday and end on the immediately following Monday (except for Week #21 which begins on Tuesday, February 6, 2024 and ends on *Sunday*, *February 11*, 2024.)

The Sweepstakes is comprised of five (5) different phases each with its own "clues" (as explained below):

Phase Number	Phase Name	Phase Start Date	Phase Duration
		@12:00 a.m. (ET) and	(Weeks)
		End Date @11:59:59	
		p.m. (ET)	
1	Ultimate Away Game	September 12, 2023 –	1-2
		September 25, 2023	
2	Captain's Section	September 26, 2023-	3-6
		October 23, 2023	
3	Vic's House Party	October 24, 2023-	7 – 10
		November 20, 2023	
4	Captain's Section II	November 21, 2023 –	11 – 14
		December 18, 2023	

5	Super Bowl®	December 19, 2023-	15-21
		February 11, 2024	

All random drawings start 12:00 a.m. (ET) on September 12, 2023.

For the random drawing to award the Super Bowl® LVIII trip-related prizes (as per Rule 5 below), entries must be received by 11:59:59 p.m. (ET) on January 15, 2024 (i.e., the conclusion of Week 17).

For the random drawing to award the cooler prizes (as per Rule 6 below), entries must be received by 11:59:59 p.m. (ET) on November 20, 2023 (i.e., the conclusion of Week 10).

For the random drawing to award the Wall Lit Sign prizes (as per Rule 6 below), entries must be received by 11:59:59 p.m. (ET) on December 18, 2023 (i.e., the conclusion of Week 14).

The Phoenix Metropolitan Area "1st X" respondents program will award as prizing fifty (50) tickets to the "Captain's Section" seating at the Arizona Cardinals vs. Baltimore Ravens game in Glendale, Arizona on Sunday, October 29, 2023, and will automatically end when all tickets are claimed. The Phoenix Metropolitan Area includes Phoenix itself as well as Chandler, Gilbert, Glendale, Mesa, Peoria, Scottsdale and Tempe. See Rule 7 below.

The Greater Los Angeles "1st X" respondents program will award as prizing forty-four (44) tickets to the "Captain's Section" seating at the Los Angeles Chargers vs. Denver Broncos game in Inglewood, California on Sunday, December 10, 2023 and will automatically end when all tickets are claimed. Greater Los Angeles includes Los Angeles itself as well as Burbank, Carson, Glendale, Inglewood, Long Beach, Santa Clarita, Santa Monica, Pasadena, Pomona and Torrance. See Rule 7 below.

From January 16, 2024 at 12:00 a.m. (ET) to February 11, 2024 at 11:59:59 p.m. (ET) [i.e., Weeks 18 – 21], persons can only participate in the instant win game component of the Sweepstakes.

#### 1. How To Enter: "Clues."

- a) For each Phase of the Sweepstakes, Sponsor has planted "clues" in various places online/digitally and "IRL" (in real life) as to Captain Morgan's whereabouts.\*\* Scanning the QR Code on a "clue" will take you to the Sweepstakes website ("Website").
- b) Once on the Website, verify your age. Then, following the on-screen instructions, correctly answer an NFL-related trivia question to reveal a password that will allow you to access the Sweepstakes entry form. (There is no limit on the number of times you may attempt to correctly answer the question to learn the password.)
- c) Complete entry form with your name, complete street address (which will be used solely for purposes of prize award and fulfillment if you are determined to be an instant win

game prize winner, as discussed below), e-mail address, phone number and date of birth. (P.O. Boxes cannot be used in lieu of a street address.)

- d) You will be informed on-screen whether your entry has been selected as a potential prize winner (and the instant win prize potentially won), <u>subject to verification.</u>† See Rule 3 below for instant win prize winner notification and verification procedure. NOTWITHSTANDING MESSAGE DISPLAYED ON-SCREEN, YOU HAVE NOT WON AN INSTANT WIN PRIZE UNLESS AND UNTIL YOUR WINNER STATUS HAS BEEN CONFIRMED BY JUDGES.
- e) Regardless of whether (or not) you potentially won a prize in the instant win game, you will be entered once in the random drawing(s) as applicable. If you complete and submit the entry form by 11:59:59 p.m. (ET) on November 20, 2023, you will be automatically entered in the cooler prize random drawing. If you complete and submit the entry form by 11:59:59 p.m. (ET) on December 18, 2023, you will be automatically entered in the Wall Lit Sign prize random drawing. If you complete and submit the entry form by 11:59:59 p.m. (ET) on January 15, 2024, you will be automatically entered in the Super Bowl® LVIII trip-related prize random drawing. Non-winning entries will be retained for subsequent random drawings, as applicable. *After January 15, 2024, random drawing entry will no longer be available.*

†If you find a "clue" in the Phoenix Metropolitan Area and thereafter scan the QR Code, you will win – <u>subject to verification</u> -- a ticket to the "Captain's Section" seating at the Arizona Cardinals vs. Baltimore Ravens game in lieu of an instant win game prize, <u>provided that</u> ticket prizes for the game remain available. Similarly, if you find a "clue" in Greater Los Angeles and thereafter scan the QR Code, you will win – <u>subject to</u> <u>verification</u> -- a ticket to the "Captain's Section" seating at the Los Angeles Chargers vs. Denver Broncos game in lieu of an instant win game prize, <u>provided that</u> ticket prizes for the game remain available. You must follow the on-screen instructions to claim the corresponding NFL ticket prize within twenty-four (24) hours of notification of potentially winning same. Failure to do so will result in prize forfeiture and the corresponding NFL ticket prize may be awarded to another winner at Sponsor's sole discretion (time permitting).

\*\*TO THE EXTENT THAT "CLUES" HAVE BEEN PLANTED "IRL," ENTRANT MUST AT ALL TIMES CONDUCT HIM/HERSELF IN AN APPROPRIATE, WELL-BEHAVED AND RESPECTFUL MANNER, COMPLYING WITH ANY AND ALL APPLICABLE LAWS AS WELL AS THE PROPERTY RIGHTS OF THIRD PARTIES. ACTS OF TRESPASSING ON PRIVATE PROPERTY, ANTI-SOCIAL OR ILLEGAL BEHAVIOR OF ANY KIND WILL RESULT IN AUTOMATIC DISQUALIFICATION FROM THE SWEEPSTAKES, FORFEITURE OF ANY INSTANT WIN PRIZE(S) OR "CAPTAIN'S SECTION" TICKET PRIZE WON, AS WELL AS POSSIBLE LEGAL SANCTIONS.

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 SWEEPSTAKES. 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.

# 2. How To Enter: Without "Clues."

- a) Go directly to the Website at <a href="www.captainmorgan.com/followthecaptain">www.captainmorgan.com/followthecaptain</a> (or followthecaptain.com).
- b) Follow the instructions in Rule 1 b) -e) above.
- c) TO WIN TICKETS TO THE "CAPTAIN'S SECTION" AT THE ARIZONA CARDINALS VS. BALTIMORE RAVENS GAME OR THE LOS ANGELES CHARGERS VS. DENVER BRONCOS GAME, YOU MUST LOCATE "CLUES." THESE PRIZES ARE <u>NOT</u> AVAILABLE TO PERSONS WHO ENTER WITHOUT USING "CLUES."

#### 3. Restrictions on Entry.

If accessing the Sweepstakes via mobile device (including but not limited to using QR Code functionality to scan "clues"), 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.

There is a limit of one (1) entry per <u>week</u> (as defined above). Multiple entries in violation of this limit will automatically result in disqualification with any unawarded instant win prizes as well as any awarded "Captain's Section" ticket prize being forfeited. No alterations or forged entries are permitted. The prize(s) will be awarded to the name corresponding to the e-mail address indicated on the entry form.

Any attempt to tamper with or defraud Sponsor and/or the Judges in conjunction with the instant win game or the 1<sup>st</sup> "X" respondents program will result in voiding of entry (in instant win game, random drawing[s] and the 1<sup>st</sup> "X" respondents program, if applicable) and disqualification from the Sweepstakes. Without limitation, the preceding includes publication of the correct answers to NFL-related trivia questions, passwords and/or the locations of "clues."

Notwithstanding any on-screen communications made by Sponsor as to the results of the instant win game or the 1<sup>st</sup> "X" respondents program, Sponsor reserves the right to void entry (in instant win game, random drawing[s] and the 1<sup>st</sup> "X" respondents program, if applicable) if Sponsor or Judges determine in their sole discretion that the instant win game and/or the 1<sup>st</sup> "X" respondents program (for either the Arizona Cardinals vs. Baltimore Ravens game and/or the Los Angeles Chargers vs. Denver Broncos game) was affected by error and/or fraud. Entrant will be notified of such determination.

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 (the instant win game, random drawing[s] or the 1<sup>st</sup> "X" respondents program, if applicable); or the ability of the Sponsor to notify winners. The preceding expressly includes but is not limited to the availability and/or functionality of "clues." Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, garbled, corrupted, jumbled, inaccessible, incomplete, interrupted, defective, irregular, incorrect entries, notifications 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.captainmorgan.com/PrivacyPolicy\_uen.html?locale=uen-us as well as Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.captainmorgan.com/TnC\_uen.html?locale=uen-us. 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 shall control and govern.

# 4. Prizes/Winner Selection: Instant Win Game.

#### Phase 1:

Prize	Quantity	Approx. Retail Value (per	
		unit)	
Chair with cooler	40	\$32	
Digital music code	180	\$10	

#### Phase 2:

Prize	Quantity	Approx. Retail Value (per	
		unit)	
Wireless speaker	50	\$9	
Baseball cap	180	\$13	

#### Phase 3:

Prize	Quantity	Approx. Retail Value (per	
		unit)	
Bandanna	180	\$4	

#### Phase 4:

Prize	Quantity	Approx. Retail Value (per	
		unit)	
Stadium Blanket	180	\$10.50	

#### Phase 5:

Prize	Quantity	Approx. Retail Value (per
		unit)
Signed Branded Jersey	15	\$28
Signed Football	15	\$170
Koozie	250	\$1.10

Residents of Virginia who win signed football/branded jersey prizes in Phase 5 will receive a prize of comparable value in lieu thereof. Sponsor will determine in its sole discretion the individual(s) who sign the football and jersey prizes.

Instant win prizes will be randomly disbursed among all entries during each Phase by Judges using a pre-set algorithm.

Instant win prize winners will receive a confirmatory e-mail no more than five (5) business days after receipt of winning message on-screen. At Judges' sole discretion, winners of instant win 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 instant win prize cannot be located or does not respond to attempt to be notified within one (1) day, prize will automatically be forfeited. Unclaimed or forfeited instant win prizes may be awarded subsequently during the Sweepstakes, in Sponsor's sole discretion.

Odds of winning an instant win prize depend on myriad chance factors including the time of entry and the number of entries received during a given Phase.

If, for any reason, more persons than the corresponding prize quantities in the chart above are notified that they won certain instant win prizes during a given Phase, a random drawing will be held to award only the indicated quantity of each affected instant win prize for that affected

Phase, if not previously awarded, from among all legitimate, eligible entrants who received notification of winning such affected instant win prize in that affected Phase. <u>Only the listed</u> guantity of each instant win prize for each Phase is available to be won in the Sweepstakes.

# 5. Random Drawings: Super Bowl® LVIII Trip Prizes

#### Prizes

Two (2) prizes related to Super Bowl® LVIII ("Super Bowl® LVIII trip prizes") will be awarded via random drawing:

- Trip to Super Bowl® LVIII to attend the professional football championship game. Approx. Retail Value: \$11200.
- Trip to Super Bowl® LVIII to attend the Sports Illustrated®‡ party (but NOT the professional football championship game). Approx. Retail Value: \$5000 each.

One (1) Super Bowl® LVIII trip prize with attendance at the professional football championship game will be awarded. Five (5) Super Bowl® LVIII trip prizes with attendance at the Sports Illustrated® party will be awarded.

Each trip prize is for 3 days/2 nights and consists of roundtrip coach air travel from an airport nearest winner's residence to Las Vegas, Nevada (airports are of Sponsor's sole choosing); standard double occupancy hotel accommodations in Las Vegas area (hotel is of Sponsor's sole choosing); two (2) tickets to Super Bowl® LVIII game OR Sports Illustrated® party (depending on trip prize won); ground transportation between Las Vegas airport and hotel as well as between hotel and applicable event (i.e., Super Bowl® LVIII game or Sports Illustrated® party, as the case may be) awarded as a \$500 gift card to a ground transportation provider; a second \$500 gift card that may be used for meals and other incidental expenses.

‡Used above and elsewhere herein solely for purposes of prize identification. No sponsorship, endorsement, affiliation or authorization is intended or implied thereby.

## For both trip prizes:

Winner must be able to travel on dates selected by Sponsor so as to attend Super Bowl® LVIII game on Sunday, February 11, 2024 or Sports Illustrated® party on Saturday, February 10, 2024 (as the case may be). If winner is not available to travel on applicable dates for any reason, the corresponding trip prize will be forfeited without compensation of any kind and alternate winner may be selected (time permitting).

Trip is subject to availability and other restrictions. Valid travel documents are required for travel and are the sole responsibility of winner and guest.

Super Bowl® LVIII tickets as well as admission passes to Sports Illustrated® party are subject to terms and conditions of use as indicated thereon/provided therewith as well as venue restrictions. Tickets/passes (as applicable) are not intended for use by anyone other than winner and his/her guest including but not limited to provision to another via re-sale, exchange or barter.

Issuers of gift cards will be determined by Sponsor in its sole discretion. Each gift card issuer's terms and conditions apply to use of corresponding gift card.

#### For Super Bowl® LVIII tickets:

- (a) ticket type and seat location will be determined by Sponsor in its sole discretion;
- (b) the terms and conditions of tickets awarded will govern in the event a legal game, event or exhibition, as defined by the National Football League, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason; and
- (c) winner and his/her guest agree to comply with all applicable stadium regulations.

Winner and guest must at all times act in an appropriate, well-behaved and respectful manner as well as following all safety and other instructions. The preceding includes but is not limited any laws/regulations or policies 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.

Guest must be 25 years of age or older. The winner and guest must travel together on the same itinerary as set by Sponsor.

If winner chooses to accept Super Bowl® LVIII trip prize without a guest (or if guest fails to timely return signed Liability/Publicity Release as discussed below), the corresponding Super Bowl® LVIII trip prize will be awarded in increments appropriate for the actual number of travelers (i.e., for the winner him/herself) and no substitute prize or compensation will be awarded (and, in such case, the value of the corresponding Super Bowl® LVIII trip prize will be less than the amount indicated above.)

If winner lives within reasonable driving distance of Las Vegas (as determined by Sponsor/Judges in their sole discretion), air travel component of corresponding Super Bowl® LVIII trip prize will be replaced with ground transportation and no substitute prize or compensation will be awarded (and, in such case, the value of the corresponding Super Bowl® LVIII trip prize will be less than the amount indicated above.)

Winner and guest further understand and agree that Sponsor has not obtained insurance of any kind for them relative to acceptance/use of corresponding Super Bowl® LVIII trip prize.

#### Random Drawing Structure & Notification:

Super Bowl® LVIII trip prize winners will be determined in a random drawing which will take place on or about January 17, 2024. Odds of winning a Super Bowl® LVIII trip prize depend on the total number of eligible entries received through the conclusion of Week 17 (i.e., January 15, 2024 at 11:59:59 p.m. [ET]).

Super Bowl® LVIII trip prize winners will be notified by phone and/or e-mail (in Judges' sole discretion) on or about January 17, 2024. SPONSOR AND JUDGES WILL USE COMMERCIALLY REASONABLE EFFORTS TO NOTIFY SUPER BOWL® LVIII TRIP PRIZE WINNERS BUT DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH ATTEMPTING TO DO SO.

Super Bowl® LVIII trip prize winners will be required to sign an affidavit of eligibility, a liability release and a publicity release (where lawful) within two (2) days of notification (or such shorter time period as indicated thereon) or corresponding Super Bowl® LVIII trip prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion, time permitting. If Super Bowl® LVIII trip prize winner cannot be located or does not respond to attempt to be notified within one (1) day (or such shorter time period as indicated thereon), corresponding Super Bowl® LVIII trip prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion (again, time permitting).

Guest of Super Bowl® LVIII trip prize winner must sign and return a liability release and a publicity release (where lawful) within <u>two (2) days</u> of winner notification (or such shorter time period as indicated thereon). If a guest does not timely return signed liability release and publicity release (where lawful), winner must accept corresponding Super Bowl® LVIII trip prize without a guest as discussed above.

## 6. Random Drawings: Cooler & Wall Lit Sign Prizes

Prizes of coolers (Approx. Retail Value: \$221 each) and Wall Lit Sign (Approx. Retail Value: \$194 each) will be awarded via random drawing.

Twenty-five (25) coolers and twenty-five (25) Wall Lit Signs will be awarded.

#### Random Drawing Structure & Notification:

Cooler prize winners will be determined in a random drawing which will take place on or about November 22, 2023. Odds of winning a cooler prize depend on the total number of eligible entries received through the conclusion of Week 10 (i.e., November 20, 2023 at 11:59:59 p.m. [ET]). Winners of cooler prizes will be notified by phone and/or e-mail (in Judges' sole discretion) on or about November 27, 2023.

Wall Lit Sign prize winners will be determined in a random drawing which will take place on or about December 19, 2023. Odds of winning a Wall Lit Sign prize depend on the total number of eligible entries received through the conclusion of Week 14 (i.e., December 18, 2023 at 11:59:59 p.m. [ET]). Winners of Wall Lit Sign prizes will be notified by phone and/or e-mail (in Judges' sole discretion) on or about December 20, 2023.

Winners of cooler or Wall Lit Sign prizes will be required to sign an affidavit of eligibility, a liability release and a publicity release (where lawful) within <u>five (5) days</u> of notification 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 <u>five (5) days</u>, prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion.

# 7. Hidden "Clues" for "Captain's Section" Ticket Prizes:

*For the Phoenix Metropolitan Area*: the first fifty (50) eligible respondents to complete the entry procedure as per Rule 2 above will each win a ticket in the "Captain's Section" at the Arizona Cardinals vs. Baltimore Ravens in Glendale, Arizona on Sunday, October 29, 2023 with kick-off time of 4:25 p.m. (ET). Each ticket has a value of \$230.25.

*For Greater Los Angeles:* the first forty-four (44) eligible respondents to complete the entry procedure as per Rule 2 above will each win a ticket in the "Captain's Section" at the Los Angeles Chargers vs. Denver Broncos in Inglewood, California on Sunday, December 10, 2023 with kick-off time of 4:25 p.m. (ET). Each ticket has a value of \$189.

Pursuant to the NFL's flexible scheduling procedures, the kick-off of the Arizona Cardinals vs. Baltimore Ravens game may be changed to 8:20 p.m. (ET) on October 29, 2023; and, the date and/or time of the Los Angeles Chargers vs. Denver Broncos game may be changed to any one of the following: (a) December 7, 2023 at 8:15 p.m. (ET); (b) December 10, 2023 at 8:20 p.m. (ET); or (c) December 11, 2023 at 8:15 p.m. (ET). To the extent applicable, any scheduling change for the Arizona Cardinals vs. Baltimore Ravens game will be announced no later than October 17, 2023 and any scheduling change to the Los Angeles Chargers vs. Denver Broncos game will be announced no later than December 4, 2023.

Winner must be able to attend applicable NFL game on corresponding game date. If winner cannot do so for any reason, the corresponding NFL ticket prize will be forfeited without compensation of any kind and alternate winner may be selected (time permitting).

NFL tickets are subject to terms and conditions of use as indicated thereon/provided therewith as well as venue restrictions. Tickets are not intended for use by anyone other than winner including but not limited to provision to another via re-sale, exchange or barter. Location of "Captain's Section" seating will be determined by Sponsor in its sole discretion. The terms and conditions of tickets awarded will govern in the event a legal game, event or exhibition, as defined by the National Football League, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Winner agrees to comply with all applicable stadium regulations in connection with the NFL Ticket prize.

Winner must at all times act in an appropriate, well-behaved and respectful manner as well as following all safety and other instructions. The preceding includes but is not limited any laws/regulations or policies 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.

Odds of winning an Arizona Cardinals vs. Baltimore Ravens ticket prize depend on one's ability to locate the "clues" planted in the Phoenix Metropolitan Area as compared to that of

other eligible entrants. Winners of Arizona Cardinals vs. Baltimore Ravens ticket prizes will be notified in the same manner as if they won an instant win prize as per Rule 2 above.

Odds of winning a Los Angeles Chargers v. Denver Broncos ticket prize depend on one's ability to locate the "clues" planted in Greater Los Angeles as compared to that of other eligible entrants. Winners of Los Angeles Chargers vs. Denver Broncos ticket prizes will be notified in the same manner as if they won an instant win prize as per Rule 2 above.

For both NFL ticket prizes, at Judges' sole discretion, winners 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 (time permitting).

# 8. Additional Restrictions & Details For All Prizes.

# Alcohol is not part of any prize.

Limit of one (1) random drawing prize and one (1) 1<sup>st</sup> "X" respondent prize per family, household or address.

In all cases, prize must be accepted as awarded.

All costs and expenses not specified in these Official Rules are the winner's sole responsibility; for Super Bowl® LVIII trip prize winners, this includes travel to/from departure airport, souvenirs, meals and incidentals; for "Captain's Section" ticket prize winners, this includes travel to/from applicable stadium, parking, meals, souvenirs, any desired overnight hotel stay and incidentals.

Where not set forth herein, Sponsor shall determine the specific model and features of prize/prize elements.

RANDOM DRAWING PRIZE WINNERS AND GUESTS OF SUPER BOWL® LVIII TRIP PRIZE WINNERS AGREE THAT AN ELECTRONIC SIGNATURE/AFFIRMATION OR FACSIMILE VERSION OF THE AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE (FOR WINNERS) 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/FACSIMILE VERSION OF EITHER DOCUMENT IS NOT ACCEPTABLE, SPONSOR MAY CONDITION AWARD OF PRIZE (FOR WINNERS) OR ACCOMPANYING WINNER ON SUPER BOWL® LVIII TRIP (FOR GUESTS) ON RETURN OF THE ACTUAL HAND-SIGNED DOCUMENT.

Random drawing prize winners must furnish valid proof of age (for example, a driver's license, birth certificate or passport). An Affidavit of Eligibility, Liability Release and

Publicity Release (where lawful) must be provided to Judges before random drawing prize can be received.

Except where prohibited, acceptance of prize(s) constitutes winner's consent to use of his/her name, likeness and biographical data for advertising and promotional purposes without additional compensation. Without limitation, for winners of Super Bowl® LVIII trip Prizes and "Captain's Section" ticket prizes, the preceding expressly includes Sponsor recording winner's attendance at applicable event (i.e., Super Bowl® LVIII, Sports Illustrated® party, Arizona Cardinals vs. Baltimore Ravens game, or Los Angeles Chargers vs. Denver Broncos game, as the case may be) for possible use for commercial/trade/advertising purposes and/or non-commercial/archival purposes in its sole discretion. Nothing herein in any way obligates Sponsor to make any such recording (or, if recording is made, to use such recording for any purpose) and, by refraining from doing so Sponsor will not incur any liability or obligation to winner.

# TOTAL APPROXIMATE RETAIL VALUE OF ALL SWEEPSTAKES PRIZES: \$78128.50.

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

# 9. Eligibility.

This Sweepstakes is open only to legal residents of the 48 contiguous United States and the District of Columbia, who are 21 years of age or older at the time of entry. But, to win the "Captain's Section" ticket prizes (see Rule 7) or the Super Bowl® LVIII trip prizes (see Rule 5), you must be 25 years of age or older. 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., the NFL Entities (as defined below), 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.

## 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. No substitution of prize or cash equivalent except at Sponsor's sole discretion. (For Super Bowl® LVIII trip prizes, the preceding expressly excludes the gift card elements of same where required by applicable law.) Prizes are non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on prize(s) are winner's sole responsibility. By accepting prize(s), winner waives the right to assert as a cost of winning said prize(s), any and all costs of redemption or travel to redeem said

prize(s) and any and all liability that might arise from redeeming or seeking to redeem said prize(s). Sponsor reserves the right to conduct a background check of any criminal records of prize winners and guests of winners of Super Bowl® LVIII trip prizes. To the extent necessary and permitted by law, prize winner and guest of winner of Super Bowl® LVIII trip prize shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winner and guest of winner of Super Bowl® LVIII trip prize based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize(s).

Entrants hereby agree to indemnify and hold Sponsor, the NFL Entities 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 awarded prize[s] (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.

The value of the prize(s) won by a participant under the sweepstakes may be taxable as income to its winner. Winners of prize(s) with a total fair market value of \$600 or greater 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 prize(s). Upon receipt of prize(s), 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, the NFL Entities 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.

#### 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 Sweepstakes or the operation of the instant win game component and/or the 1st "X" respondents program component of the Sweepstakes (including the functioning of the QR Code). 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.

12. **Winners' List:** For names of prize winners, please send a self-addressed stamped envelope to DIA5836263W Follow The Captain Sweepstakes, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by March 11, 2024 and received by March 25, 2024.

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Employees of the NFL Entities are restricted from winning.