

SMIRNOFF ICE BIG GAME SWEEPSTAKES

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

1. This sweepstakes begins at or after 12:01 a.m. Eastern Time (ET) on August 1, 2019 and ends at 11:59:59 p.m. (ET) on November 30, 2019. To enter, follow these two (2) steps:
 - a. Go to www.smirnofficetouchdown.com (“Website”) and verify your age.
 - b. Provide your name, date of birth, state, zip code**, telephone number and e-mail address and follow the on-screen instructions.

**Your zip code and state will be used to determine whether you are eligible for the random drawing for the State of California or for one of the two (2) random drawings for select cities/towns in the State of Texas, in addition to the U.S. national random drawing; see Rule 3 below.

You may instead receive a link to the mobile version of the Website by sending a text message with the phrase “**TOUCHDOWN**” from your handset addressed to **55755**. A link to the mobile version of the Website will be sent back to you (the user) via reply text message. Follow the above steps to enter the Sweepstakes on your mobile device. For additional support, text HELP to **55755** or STOP to cancel at any time. Check your phone capabilities for specific text messaging instructions. For the avoidance of doubt, sending text alone will NOT result in entry; the entry form must also be completed and submitted on the (mobile) Website in accordance with the provided instructions.

Internet access and valid e-mail address are required to enter the Sweepstakes. If utilizing the mobile version of the Website, wireless Internet access and/or other fees may apply; if accessing the mobile version of the Website via link provided by reply text message, standard text messaging fees apply and user will be charged for all text messages sent and received from their handset according to the terms in their individual Calling Plan with their cellular provider. In all cases, please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to enter via mobile website or to receive a link to the mobile website via text messaging service. Wireless Internet access and text messaging service is not available in all areas.

All entries must be received no later than 11:59:59 p.m. ET on November 30, 2019. There is a limit of one (1) entry per person. Multiple entries will automatically result in disqualification. Receipt of entry may be acknowledged by Sponsor but such acknowledgment is not binding other than indicating that entry has been received. No alterations or forged entries are permitted. In all cases, prize will be awarded to the name corresponding to the e-mail address indicated on entry form.

Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect the ability of a website (or mobile website) visitor to enter on-line; the ability of a person to receive a link to (mobile) Website via text message; 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 visit Diageo's Privacy & Cookie Notice at https://footer.diageohorizon.com/dfs/assets/www.smirnoff.com/PrivacyPolicy_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.

- Prizes: THIRTEEN (13)** Grand Prizes will be awarded. Each Grand Prize consists of: ONE (1) 55" television, ONE (1) branded cooler and ONE (1) wireless surround sound speaker. ONE (1) winner will be chosen nationally (from the entire United States), TEN (10) winners will be chosen from the state of California, ONE winner will be chosen from select cities/towns generally located in central/southeastern Texas ("Texas Drawing A"- see list of zip codes attached as Exhibit A) and ONE winner will be chosen from select cities/towns generally located in Austin, Dallas, Ft. Worth, Houston and surrounding areas ("Texas Drawing B" - see list of zip codes attached as Exhibit B). Sponsor shall determine in its sole discretion the specific manufacturer and model of television, cooler and speaker. If any element of prize is declined/refused by winner, no alternate prize element or compensation will be awarded and Grand Prize value will be decreased accordingly. For Texas Drawing A winner, the Grand Prize will only be delivered to a street address within the zip codes listed in Exhibit A. For Texas Drawing B winner, the Grand Prize will only be delivered to a street address within the zip codes listed in Exhibit B. For winners in the California random drawing, the Grand Prize will only be delivered to a street address in the State of California.

Total approximate retail value of each Grand Prize: \$1,550.

Total approximate retail value of all Grand Prizes: \$20,150.

3. Winner Determination: The U.S. national random drawing will consist of all eligible entries received from the entire United States. Odds of winning will be determined by the total number of eligible entries received from the entire United States. Texas Drawing A will consist of all eligible entries received from cities/towns in Texas with zip codes as set forth in Exhibit A. Odds of winning will be determined by the total number of eligible entries received from cities/towns in Texas with zip codes as set forth in Exhibit A. Texas Drawing B will consist of all eligible entries received from cities/towns in Texas with zip codes as set forth in Exhibit B. Odds of winning will be determined by the total number of eligible entries received from cities/towns in

Texas with zip codes as set forth in Exhibit B. (For the avoidance of doubt, legal U.S. residents of Texas who live in a zip code which is not included in Exhibit A or B may ONLY enter the U.S. national random drawing.) The California random drawing will consist of all eligible entries received from the State of California. Odds of winning will be determined by the total number of eligible entries received from the State of California. All random drawings will take place on or about December 4, 2019, with the U.S. national random drawing being conducted prior to the California random drawing, Texas Drawing A and Texas Drawing B.

All random drawings will be conducted by an independent third-party judging agency, whose decisions will be final in all matters relating to this sweepstakes. Winners will be notified by phone and/or e-mail on or about December 6, 2019 and will be required to sign an affidavit of eligibility, a liability release and a publicity release (where lawful) within five (5) days of notification or prize will be forfeited and may be awarded to another winner at sponsor's sole discretion. Winners agree that an electronic signature/affirmation or facsimile version of the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) 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 is not acceptable, Sponsor may condition award of prize on return of the actual hand-signed document. If winner 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. 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.

Winners must furnish valid proof of age (for example, a driver's license, birth certificate or passport). An Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) must be provided to the independent judging agency before prize can be received. No prize will be awarded unless the Affidavit has been received by the independent judging agency.

4. Eligibility: This Sweepstakes is open only to legal residents of the United States who are 21 years of age or older at the time of entry. Void where prohibited or restricted by law. Employees of the following entities and members of their families or households are not eligible for participation under any circumstances: Diageo Beer Company USA, its affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

5. 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. Cash equivalent may be less than the approximate retail value of the prize. **Limit one (1) prize per household, family or address in this Sweepstakes or any Diageo Beer Company USA sweepstakes/contest within the previous six (6) month period.** Prizes are non-transferable except at the sole discretion of the Sponsor. Actual prize elements may differ from depictions of same in Sweepstakes advertising and Sponsor disclaims any and all liability in conjunction therewith. Various prize elements may be shipped to winner separately. All federal, state and local taxes on

the prize are winner's sole responsibility. By accepting any 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. The preceding includes but is not limited to costs associated with installation and use of 55" television and wireless speaker elements of prize. Sponsor reserves the right to conduct a background check of any criminal records of prize winners. To the extent necessary and permitted by law, prize winners shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winners based on the background check. Winners also accept sole responsibility for any miscellaneous costs relating to acceptance of prize.

Entrants hereby agree to indemnify and hold Sponsor 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 any prize awarded (including any travel or activity related thereto). SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING ELEMENTS OF GRAND PRIZE, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE. THE ONLY WARRANTIES ARE THOSE OF THE MANUFACTURER OF THE APPLICABLE PRIZE ELEMENT.

The value of the prize won by a participant under the sweepstakes may be taxable as income to its winner. Winners are solely responsible for any and all taxes and/or fees associated with the prize. Grand Prize Winners will be issued an IRS Form W-9 with the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) and a subsequent IRS Form 1099. Upon receipt of a prize, the winners 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 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.

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

6. Text Message Conditions. By participating in this Sweepstakes via text message, entrants authorize Sponsor to provide their text messaging address. Sweepstakes is intended for participation in the United States and shall be construed only according to United States law. By participating in the Sweepstakes, you authorize Sponsor to communicate with you by text messaging regarding Sweepstakes participation for the duration of the Sweepstakes; Sponsor will not send other/promotional text messages to you without your prior express consent. Sponsor and its agencies are not responsible for SMS communications/text messages (whether sent by or to entrant) 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 SMS communications/text messages. Sponsor is not responsible for incorrect or inaccurate SMS communication/text message information, whether caused by any human or technological error that may occur in the processing of SMS communications/text messages in this Sweepstakes.

7. Electronic Entries: In the event of a dispute, online entries (including entries made on mobile website) will be deemed made by the authorized account holder of the e-mail address submitted at time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete entries, or for online entries (including entries made on 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. 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 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 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.**

8. **Winners' List:** For winners' list, please send a self-addressed stamped envelope to DIA1296687W - F20 Smirnoff Ice Big Game Sweeps 8/1 - 11/30 P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by December 31, 2019 and received by January 14, 2020.

Sponsor: Diageo Beer Company USA, Norwalk, CT.
SMIRNOFF ICE Premium Flavored Malt Beverage. The Smirnoff Co., Norwalk, CT.

Please Drink Responsibly.

EXHIBIT A- TEXAS DRAWING A

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EXHIBIT B – TEXAS DRAWING B

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