

IICHIKO SHOCHU SAITEN “SAITEN FOR THE WIN” COCKTAIL COMPETITION

NO ALCOHOL (OR OTHER) PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE CONTIGUOUS (48) 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. Contest Schedule & Theme.

The iichiko shochu saiten “Saiten For The Win” Cocktail Competition will be conducted according to the following schedule:

Entry Period	May 26, 2021 @ 12:01 am Eastern Time (“ET”) – July 15, 2021 @ 11:59:59 p.m. ET
Judging Period	July 16 -20, 2021
Grand Finale Competition (for Verified Finalist Prize Winners)	August 3rd, 2021

Submit a cocktail recipe including iichiko shochu saiten (or a non-alcohol alternative), which was inspired by a summer sport.

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

If accessing the Contest 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.

(a) *Entry Procedure.*

Go to <https://www.iichiko.com/cocktailcompetition> (“Website”) and verify your age.

Next, provide your name, complete street address (no P.O. Boxes), e-mail address, phone number, date of birth and Instagram handle (if any).

Then, provide the following information regarding your cocktail:

- (i) Name of cocktail (up to 140 characters)
- (ii) Name of summer sport** which inspired the cocktail (up to 140 characters)
- (iii) Cocktail recipe (up to 500 characters) and

(iv) A statement explaining how the selected summer sport inspired the cocktail (up to 500 characters)

In addition, entrant may – but is NOT required to – also include a photo of the cocktail. If entrant elects to do so, such photo must conform to the technical specifications on the Website as to size and file format.

** By way of example only, summer sports include gymnastics, swimming, volleyball and basketball. Sponsor shall determine in its sole discretion whether a sport identified in an entry qualifies as a summer sport. As an example, ice skating would NOT count as a summer sport.

Sign the entry form in the designated area to indicate that you have read, understand and agree to these Official Rules. IF YOU DO NOT SIGN THE ENTRY FORM, YOUR ENTRY WILL NOT BE ACCEPTED.

Finally, click “Submit Form” to enter the Contest.

All entries must be received by 11:59:59 p.m. ET on July 15, 2021.

(b) Requirements for Cocktail

Cocktail recipe may include a maximum of five (5) ingredients, in addition to iichiko shochu saiten (or a non-alcohol alternative; for example, barley water) and a garnish (for example, fruit or herbs), for a maximum of seven (7) ingredients in total. All ingredients must be readily accessible to individuals living in the contiguous (48) United States and Washington, DC, as well as being lawful. Without limitation, such ingredients CANNOT include any controlled substances or other drugs (whether lawful or not). In addition, if cocktail recipe includes iichiko shochu saiten, iichiko shochu saiten cannot be diluted (or “cut”) with another product prior to use as an ingredient in cocktail recipe.

Cocktail recipe must clearly indicate the steps necessary to create the cocktail, including specific measurements/quantities of each ingredient (for iichiko shochu saiten or non-alcohol alternative, exactly 1.5 ounces must be used); any required preparation of ingredients (for example, refrigeration or crushing/mixing ingredients); any equipment required to create cocktail (for example, blender) and total estimated preparation time. FOLLOWING THE RECIPE INSTRUCTIONS MUST RESULT IN THE CREATION OF A POTABLE BEVERAGE.

If applicable, photo must depict cocktail as created by following the recipe instructions. USE OF PHOTO-EDITING SOFTWARE OR ANY OTHER DEVICE/ARTIFICE TO EMBELLISH OR ENHANCE (OR OTHERWISE MISREPRESENT) THE APPEARANCE OF THE COCKTAIL AS A FINISHED PRODUCT IS PROHIBITED.

If applicable, THE ENTRANT OR ANY OTHER PERSONS CANNOT APPEAR IN THE PHOTO ALONG WITH THE COCKTAIL.

(c) *Additional Entry Requirements*

There is a limit of one (1) entry per person. Multiple entries will automatically result in disqualification. Receipt of entry may be acknowledged by Sponsor but any such acknowledgment is not binding other than indicating that entry has been received. Acknowledgment may include but is not limited to Sponsor posting entrants' submissions on the official social media accounts for iichiko shochu saiten.

No alterations or forged entries are permitted.

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 Finalist Prize Winners. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible/garbled, corrupted, jumbled, inaccessible, incomplete, incorrect entries or other Contest 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 Contest, 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.diageo.com/PrivacyPolicy_en.html?locale=en-gb as well as Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.diageo.com/TnC_en.html?locale=en-gb. 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. Finalist Winner Determination:

Six (6) Finalist winners will be selected based on independent, third party judges' evaluation of entries (that is, the cocktail recipe, cocktail name, accompanying statements regarding cocktail recipe and photo of cocktail, if applicable) based on the following, equally weighted criteria:

- a. Persuasiveness and clarity of connection between the cocktail and the summer sport identified by entrant
- b. Effectiveness of showcasing/highlighting the use of iichiko shochu saiten (or non-alcohol alternative)
- c. Ease for consumers to re-create the cocktail at home
- d. Originality and creativity

In the event of a tie, the winner shall be the tied entrant who had the higher/highest score in the criterion of “Persuasiveness and clarity of connection between the cocktail and the summer sport identified by entrant.”

The judges shall take into account whether the cocktail recipe included iichiko shochu saiten or an non-alcohol alternative.

The judges shall take into account whether the entry included a photo. Accordingly, while including a photo is optional, entrant may wish to do so as this will strengthen their entry.

The judging will consist of a preliminary review of entries by a judging panel comprised of representatives of the iichiko shochu saiten brand as well as third parties. The preliminary review will result in approximately twenty (20) entries being selected and advanced for review by a second, all-star expert judging panel. The preliminary judging panel may select fewer than twenty (20) entries for advancement for the all-star judging phase of the Contest in its sole discretion. The top entries as determined by the all-star expert judging panel are potential Finalist Prize Winners and will be notified by e-mail and/or phone (method[s] of notification being of Sponsor’s sole choosing) on or about July 20, 2021. See Rule 9 below for documents to be completed by Finalist Prize Winner.

Entrants will NOT be notified if their entry was selected in such preliminary review and advanced to the all-star expert judging phase of the Contest (but not selected as a potential Finalist Prize Winner).

4. Finalist Prize:

Finalist Prize (6) – a trip to New York, NY for Finalist Prize Winner and one guest (who must be 21 years of age or older) where Finalist will compete against the other Finalists in the Grand Finale Competition on August 3rd, 2021 to determine the Grand Prize winner.

Trip is for 2 days, 1 night, including: roundtrip coach air travel from major commercial airport nearest winner’s residence to New York City area; and standard, double occupancy hotel accommodations for winner and guest for one (1) night. Finalist Prize Winner will also receive materials required for participation in the Grand Finale Competition, as per Rule 5 below. Approximate Retail Value of each Finalist Prize is \$2000. Retail value may vary depending on point of departure and other factors.

Finalist Prize Winner must be available to travel to New York, NY on August 3rd, 2021 so as to participate in the Grand Finale Competition. **If Finalist Prize Winner is unavailable to travel at such time for any reason, the Finalist Prize and the opportunity to participate in the Grand Finale Competition and to possibly win the Grand Prize will be forfeited without compensation and Sponsor shall not have any liability under any legal theory to such disqualified Finalist Prize Winner.**

5. Grand Finale Competition:

The Grand Finale Competition will take place at a designated location in New York, NY. It is the Finalist Prize Winner's sole responsibility to arrive at the designated location to participate in the Grand Finale Competition at the appointed time, as directed by Sponsor. If Finalist Prize Winner arrives after the appointed time, Sponsor will endeavor to accommodate Finalist Prize Winner but such late arrival may adversely affect such Finalist Prize Winner's ability to participate in the Grand Finale Competition.

In the Grand Finale Competition, each Finalist Prize Winner will receive the ingredients identified in his/her Contest entry as well as access to the equipment necessary to create his/her cocktail recipe as set forth in his/her Contest entry. It is the Finalist Prize Winner's sole responsibility to request a specific brands/types/models for ingredients and equipment to be used in preparing the cocktail recipe; if Finalist Prize Winner fails to timely to do so, Sponsor will use commercially reasonable efforts to provide ingredients/equipment based on the cocktail recipe as communicated in Finalist Prize Winner's Contest entry, with Sponsor disclaiming any and all liability in conjunction therewith. Recipe must be created in a quantity appropriate so that each of the six (6) members of the all-star expert judging panel will be able to taste the cocktail. FINALIST PRIZE WINNER CANNOT SUPPLEMENT OR OTHERWISE DEVIATE FROM THE COCKTAIL RECIPE AS SET FORTH IN HIS/HER CONTEST ENTRY WHEN PARTICIPATING IN THE GRAND FINALE COMPETITION; SUCH BEHAVIOR IS A FORM OF CHEATING AS DISCUSSED BELOW.

Finalist Prize Winner must create his/her cocktail recipe entirely "on the spot" at his/her assigned space at the designated location hosting the Grand Finale Competition using only the provided ingredients and equipment and without third party assistance of any kind. Such preparation must be done so as to allow for monitoring by Sponsor Representatives. All Finalist Prize Winners will be allotted the same amount of time in which to create their cocktail recipes.

As discussed further in Rule 7 below, when participating in the Grand Finale Competition, Finalist Prize Winner agrees to abide by all safety protocols established by any governmental body (for example, the City and State of New York), by Sponsor Representatives and/or by the venue hosting the Grand Final Competition so as to prevent the spread of COVID-19/Coronavirus.

Finalist Prize Winner must respond to any and all questions posed by judging panel members and Sponsor Representatives in a truthful and respectful manner, to the best of their knowledge and belief.

The all-star expert judging panel will determine the Grand Prize winner based on the judging criteria set forth in Rule 3 above as supplemented by the all-star expert judging panel members' actual tasting of the finished cocktail (which will be weighted equally with the other judging criteria set forth in Rule 3). The Grand Prize winner will be notified in-person following the conclusion of the Grand Finale Competition.

Additional regulations address Finalist Prize Winners' participation in the Grand Finale Competition which are made a part of these Official Rules and incorporated herein by reference. Should there be any inconsistency between such Grand Finale Competition regulations and these

Official Rules, the Grand Finale Competition regulations will prevail, govern and control only with respect to the Grand Finale Competition and in all other respects these Official Rules will prevail, govern and control.

Sponsor reserves the right --- but is in no way obligated to --record the Grand Finale Competition (including Finalist Prize Winner's participation in same as well as the all-star expert judging panel members' interactions with Finalist Prize Winners and the judging panel's deliberations) for possible use for advertising and promotional purposes as well as for internal/archival purposes (the "Recording"). To the extent applicable, Finalist Prize Winners hereby grant to Sponsor the right to use the Recording, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times for advertising and promotional purposes (as well as for internal/archival purposes) without further notice or additional compensation. However, Finalist Prize Winners are PROHIBITED from making their own recordings of the Grand Finale Competition without the prior written consent of Sponsor (and such consent may be granted or withheld without liability of any kind.)

To remain eligible to participate in the Grand Finale Competition and perhaps win the Grand Prize, a Finalist Prize Winner must:

- (a) at all times abide by the Grand Finale Competition regulations (and these Official Rules) in full;
- (b) follow the instructions of Sponsor Representatives at the Grand Finale Competition;
- (c) refrain from anti-social, belligerent, aggressive or abusive behavior toward Sponsor Representatives and all-star expert judging panel members at the Grand Finale Competition, other Finalist Prize Winners participating in the Grand Finale Competition and/or any other persons;
- (d) not engage in any conduct which involves an attempt to cheat, defraud or deceive Sponsor Representatives in any manner in conjunction with participation in the Grand Finale Competition including but not limited to preparation of their cocktail.

ANY SUCH ACTIONS WILL RESULT IN AUTOMATIC DISQUALIFICATION FROM THE GRAND FINALE COMPETITION (PERHAPS WITHOUT WARNING OR PRIOR NOTICE OF ANY KIND FROM SPONSOR REPRESENTATIVES) WITH FORFEITURE OF THE OPPORTUNITY TO PERHAPS WIN THE GRAND PRIZE. IF DEEMED SUFFICIENTLY EGREGIOUS BY SPONSOR REPRESENTATIVES, SUCH CONDUCT MAY ALSO RESULT IN FINALIST PRIZE WINNER BEING REQUIRED TO PROVIDE SPONSOR WITH THE CASH VALUE OF THE FINALIST PRIZE. SPONSOR REPRESENTATIVES FURTHER RESERVE THE RIGHT TO SEEK DAMAGES FROM A FINALIST PRIZE WINNER ENGAGED IN SUCH BEHAVIOR TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Grand Prize:

Grand Prize (1) – a trip to Tokyo and Kyushu Island, Japan for Grand Prize Winner and one guest (who must be 21 years of age or older).

Trip is for 8 days, 7 nights, including: roundtrip coach air travel from international airport nearest winner's residence to Tokyo; standard, double occupancy hotel accommodations for winner and guest for 7 nights; rail transportation between Tokyo and Kyushu Island; a tour of the iichiko shochu satien distillery on Kyushu Island. Approximate Retail Value of Grand Prize is \$10,000. Retail value may vary depending on point of departure and other factors.

Trip is subject to availability, advanced notice requirements, holiday/blackout dates and other restrictions. Dates of Grand Prize travel are subject to approval of Sponsor in its sole discretion. Grand Prize travel must be completed no later than June 30, 2022 unless extended by Sponsor in its sole discretion.

Winner and guest must have a valid U.S. passport in order to travel to Japan; obtaining same is the sole responsibility of winner and guest.

7. Additional Prize Restrictions: COVID-19

Winners and their guests understand and agree that travel is inherently dangerous due to the COVID-19/Coronavirus epidemic/pandemic which is a highly contagious and communicable disease, notwithstanding the availability of a vaccine to provide immunization against same. To the fullest extent permitted by law, each winner and their guest assumes any and all risk of illness or injury which may arise directly or indirectly, in whole or in part, from prize travel. Without limitation, winner and guest expressly acknowledge that, even with safety precautions being taken by air carrier, hotel property/properties and other providers of travel-related services (and, for Finalist Prize Winners, as well as by parties implementing the Grand Finale Competition), it is possible that winner/guest may still contract COVID-19/Coronavirus. (Grand Prize Winner and their guest further understand and agree that the preceding risk may be exacerbated by traveling internationally.) Winners and guests further agree that Sponsor has NOT obtained travel, health, life or other insurance for them relative to their acceptance/use of the prize trip(s) and, should such insurance be desired, winner/guest must secure same at their sole expense.

Winners and guests further agree to abide by all safety protocols established by any governmental body and/or any supplier of travel-related services so as to prevent the spread of COVID-19/Coronavirus. Such protocols may include mandatory mask-wearing, social distancing as well as conditioning participation in certain activities (for Finalist Prize Winner, including but not limited to participation in the Grand Finale Competition) upon (a) a negative COVID-19/Coronavirus test or (b) satisfactory proof of full vaccination against COVID-19/Coronavirus.

TO THE FULLEST EXTENT PERMITTED BY LAW, WINNER AND GUEST INDEMNIFY AND AGREE TO HOLD HARMLESS SPONSOR FROM ANY AND ALL LIABILITY IN CONJUNCTION WITH ACCEPTANCE AND USE OF PRIZE TRIP(S).

Winners and their guests further understand and agree that, due to governmental mandates regarding COVID-19/Coronavirus and/or in response to the economic and/or

social conditions engendered by COVID-19/Coronavirus, Sponsor may be compelled to modify, postpone or even cancel the Finalist Prize trip to New York, NY for the Grand Finale Competition and/or the Grand Prize trip to Japan with little or no advanced notice. In such case, Sponsor's liability to winner will not exceed the value of the applicable prize as set forth above and Sponsor shall have no liability whatsoever to guest under any legal theory. Should the Grand Finale Competition be postponed to a later date, Finalist Prize Winner must be able to travel at such time so as to accept Finalist Prize and participate in the Grand Finale Competition for the Grand Prize; and, if they are not available at such time, Finalist Prize will be forfeited without compensation of any kind and Sponsor shall have no liability whatsoever under any legal theory. Should the Grand Finale Competition be cancelled altogether, Sponsor shall award a prize of comparable value to the New York, NY trip to each Finalist Prize winner and will determine the Grand Prize winner based on an additional judging panel's review of the Finalist Prize winners' entries as per the judging criteria set forth in Rule 3 above.

8. **Additional Prize Restrictions:**

Limit of one (1) Finalist Prize per family, household or address.

With the sole exception of provision of iichiko shochu satien only in quantities necessary for Finalist Prize Winner to prepare their cocktail recipe and participate in the Grand Finale Competition, **alcohol is not part of any prize.**

Trip itinerary (including flights and hotel accommodations) will be determined by Sponsor in its sole discretion. Winner and their guest must travel on same itinerary as set by Sponsor.

If winner chooses to travel without a guest (or if guest fails to timely complete, sign and return a Release as per Rule 9 below), the corresponding prize will be awarded in increments appropriate for a single traveler (i.e., the winner) and no substitute or alternate prize will be awarded, resulting in the value of the corresponding prize being less than the amount indicated above.

All unspecified expenses involved in prize acceptance and use are the winner's sole responsibility. By way of example only, such expenses include meals, travel costs between airport(s) of departure and winner's residence, souvenirs and other incidentals.

Winner and guest must at all times act in an appropriate, well-behaved and respectful manner toward Sponsor Representatives and third party prize suppliers. Failure to do so will result in immediate termination of trip. If Sponsor deems the conduct of winner or guest to be particularly egregious, Sponsor may seek return of the value of the applicable prize from winner and, as to winner or guest, seek damages to the fullest extent permitted by law.

9. **Winner Verification.**

Finalist 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 may be indicated thereon) or Finalist Prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion and time permitting. The Affidavit/Release will address Finalist Prize Winner's participation in the Grand Finale Competition including their agreement to the regulations governing the Grand Finale Competition and conditions regarding acceptance and use of Grand Prize if determined to be the winner of same. If Finalist Prize Winner cannot be located or does not respond to attempt to be notified within **two (2) days** (or such shorter time period as may be indicated thereon), Finalist Prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion, again time permitting.

Finalist Prize Winner agrees that an electronic signature/affirmation or facsimile version of Affidavit/Release shall have the same legal force and effect as if hand-signed. Notwithstanding the foregoing, should Sponsor determine in its sole discretion that the electronic signature is unreliable or inadequate, Sponsor reserves the right to condition prize award upon Finalist Prize Winner's return of the actual, hand-signed document.

Finalist Prize Winner's (as well as Grand Prize Winner's) guest must complete, sign and return a Liability Release and a Publicity Release (where legal), prior to prize travel. Should guest fail to do so (or if guest *does* comply with this requirement but for any reason does not accompany winner on corresponding trip, the Finalist Prize (or Grand Prize) will be modified so that it is awarded in increments appropriate only for a single traveler (that is, the winner alone) and no compensation or alternate prize will be awarded. For clarity, the individual accompanying the Grand Prize Winner on the Japan trip need not be the same person who functioned as their guest on the trip to New York, NY for the Grand Finale Competition.

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 by Sponsor and its designees without additional compensation. Such use may include but is not limited to any recordation of Finalist Prize Winner's participation in the Grand Finale Competition, as per Rule 5 above (if applicable).

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

Prize information will be provided to Finalist Prize Winner upon proof of eligibility. Winner must furnish valid proof of age (for example, a driver's license, birth certificate or passport) and an Affidavit/Release must be provided before prize can be received.

10. Content of Entries:

All materials, documents, information and data submitted by entrant in connection with participation in the Contest, including the Contest entry (i.e., the cocktail recipe, cocktail name, accompanying statements regarding cocktail recipe and photo of cocktail [if applicable])

submitted by entrant initially on the Website as well as the cocktail as prepared by Finalist Prize Winner in the Grand Finale Competition [again, if applicable]; hereafter, “Cocktail Recipe and Accompanying Material”) are the property of Sponsor and will not be returned. By participating in the 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 Cocktail Recipe and Accompanying Material as an entry in the Contest (including participation of Finalist Prize Winner in Grand Finale Competition, as applicable), 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 Cocktail Recipe and Accompanying Material as an entry for the Contest (including participation of Finalist Prize Winner in Grand Finale Competition, as applicable) 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 (with regard to Finalist Prize Winner’s participation in the Grand Finale Competition, the preceding excludes compensation in the form of the Finalist Prize). Submission of a Cocktail Recipe and Accompanying Material 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 the Cocktail Recipe and Accompanying Material submitted as an entry in the Contest shall not be confidential, proprietary or trade secret. By submitting a Cocktail Recipe and Accompanying Material as an entry in the 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 COCKTAIL RECIPE AND ACCOMPANYING MATERIAL SUBMITTED AS AN ENTRY IN THE 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 CONTEST. (To the extent that a cocktail recipe includes products manufactured by third parties, such third party brand names should NOT be identified in the cocktail recipe. All references to products MUST be generic in nature.)**

The Cocktail Recipe and Accompanying Material must be created solely by the entrant. By submitting a Cocktail Recipe and Accompanying Material as an entry in the Contest, entrant represents and warrants that: (i) all elements of the Cocktail Recipe and Accompanying Material 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 Cocktail Recipe and Accompanying Material 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 in the Cocktail Recipe and Accompanying Material has given his or her express written consent to its submission into the Contest and use as contemplated by these Official Rules and by submitting a Cocktail Recipe and Accompanying Material that contains the name or otherwise references any person, you hereby represent and

warrant that you have obtained such written permission. Any Cocktail Recipe and Accompanying Material 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 Contest.

Cocktail Recipe and Accompanying Material shall NOT (a) reference persons consuming alcoholic beverages (b) 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 any person that appears to be under 21 years of age. Obscene, provocative or otherwise objectionable content or those which reflect poorly on iichiko shochu saiten and/or Sponsor will not be considered and the determination of the appropriateness of any Cocktail Recipe and Accompanying Material is at the sole discretion of the Sponsor and/or the applicable judging panel.

11. Eligibility:

This Contest 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 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.

12. General Conditions:

Entry in the Contest 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 preliminary and/or all-star expert judging panel(s), as applicable. No substitution of prize or cash equivalent except at Sponsor's sole discretion. Prize(s) is 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 their guest(s). To the extent necessary and permitted by law, prize winners and their guest(s) shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winners and their guest(s) 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, 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 Contest (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(s) under any legal theory; the only warranties – if any – are those of the corresponding prize supplier(s).

The value of the prize(s) won by a participant under the Contest may be taxable as income to its winner. 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. (The Grand Prize Winner will receive an IRS Form 1099 reflecting the total value of the Grand Prize and the Finalist Prize.) 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, 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 Contest, including, but not limited to, prize winner's participation in the Contest; prize winner's Contest 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.

13. 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 Contest. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Contest, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Contest. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING ANY MOBILE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST 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.

- 14. Winners' List:** For names of prize winners, please send a self-addressed stamped envelope to 283 W Broadway, Suite 200, New York, NY 10013. All requests for the winners' list must be postmarked by August 16, 2021 and received by August 30, 2021.

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

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

Please Drink Responsibly.