

GUINNESS ST PATRICK'S DAY CHICAGO OPEN GATE BREWERY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Sweepstakes Period:** Sweepstakes begins at 12:00 a.m. Eastern Time (ET) on February 1, 2024 and ends at 11:59:59 p.m. (ET) on March 22, 2024.
2. **How to Enter:** There is only one (1) way to enter this sweepstakes.
 - A. Go to <https://us.guinness.com/st-patricks-day> ("Website")† and verify your age.
 - B. Complete the entry form with all required information including your first name, date of birth, town/city, state, zip code, telephone number and e-mail address and follow the on-screen instructions.

†Sweepstakes advertising materials include a QR Code and a text-in code ("CHICAGO") which will enable an individual to access the mobile version of the Website ("Mobile Website"). For clarity, scanning the QR Code or sending a text message with "CHICAGO" to the designated number (24272) in and of itself will not result in entry.

Internet access and valid e-mail address are required to enter the Sweepstakes. If utilizing the Mobile Website (including scanning QR Code or sending text message), 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.

In addition, for participation via text, you will be charged for all text messages sent and received from your handset according to the terms in your individual Calling Plan with your cellular provider. For additional support, text HELP to 24272 or STOP to cancel at any time. To participate via text, you must have a mobile device with text messaging two-way capability and digital service. By texting "CHICAGO" to 24272, you agree you are of legal age to purchase beverage alcohol in the U.S., a legal U.S. resident, and to receive recurring marketing SMS and MMS messages, including text messages, using an automatic telephone dialing system from Diageo Beer Company USA. You also agree to these official rules. Message & Data Rates May Apply. Text STOP in reply to any message to stop receiving our messages. You may also text HELP to 24272 for more information. Consent is not a condition of any purchase.

All entries must be received by 11:59:59 p.m. (ET) on March 22, 2024. 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. 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 (including scanning QR Code to access Mobile Website and/or accessing the 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, garbled, corrupted, jumbled, inaccessible, incomplete, incorrect entries or other Sweepstakes materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries become the property of the Sponsor and will not be returned.

Entrants' personal information will only be used for purposes of 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.guinness.com/PrivacyPolicy_uen.html?locale=uen-us and Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.guinness.com/TnC_uen.html?locale=uen-us. In the event of any discrepancy between the privacy and cookie notice and these Official Rules, the privacy and 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. Prize:

ONE (1) Grand Prize will be awarded. Prize trip is for 3 days/2 nights and consists of roundtrip coach air travel from an airport nearest winner's residence to Chicago, Illinois (airports are of Sponsor's sole choosing); standard double occupancy hotel accommodations in Chicago (hotel is of Sponsor's sole choosing); VIP Experience at GUINNESS Open Gate Brewery Chicago consisting of dinner and merchandise; \$500 e-gift card (issuer of Sponsor's sole choosing; issuer's terms and conditions apply). Approximate Retail Value: \$7800.00. Retail Value of Grand Prize may vary depending on point of departure and other factors.

ALCOHOL BEVERAGES ARE NOT PART OF PRIZE. All costs and expenses not specified in these Official Rules are the winner's sole responsibility including travel to/from departure airport, souvenirs, meals and incidentals. Prize must be accepted as set forth herein.

Trip is subject to availability, blackout dates, advanced notice requirements and other restrictions. Trip must be completed within six (6) months of winner notification; as per Rule 4 below, such deadline is estimated to be the end of September 2024. Valid travel documents are required for travel and are the sole responsibility of winner and guests.

GUINNESS Open Gate Brewery's standard dinner menu will be used for dinner component of VIP Experience. It is the sole responsibility of winner to advise Sponsor at time of prize acceptance of any dietary restrictions for him/herself and/or his/her guests. While GUINNESS Open Gate Brewery will endeavor to accommodate such restrictions to the extent feasible in its sole discretion, Sponsor disclaims any and all liability if it such accommodation is deemed by

winner and/or guest(s) to be inadequate or inappropriate in any respect. In no event will winner and guests receive an alternate prize component in lieu of dinner at GUINNESS Open Gate Brewery.

Winner and guests must at all times act in an appropriate, well-behaved and respectful manner as well as following all safety and other instructions of GUINNESS Open Gate Brewery and other prize suppliers (e.g., hotel property and air carrier). 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 vaccination against COVID-19/Coronavirus.

All Guests of Grand Prize Winner must be 21 years of age or older. The Grand Prize winner and all guests must travel together on the same itinerary as set by Sponsor.

If winner chooses to accept the Grand Prize without the full complement of three (3) guests (or if guest[s] fails to timely return signed Liability/Publicity Release as discussed below), the Grand Prize will be awarded in increments appropriate for the actual number of travelers including the winner him/herself and no substitute prize or compensation will be awarded (and, in such case, the value of the Grand Prize will be less than the amount indicated above).

If Grand Prize winner lives within reasonable driving distance of Chicago (as determined by Sponsor/Judges in their sole discretion), air travel component of prize will be replaced with \$1200 in e-gift cards per traveler, for a maximum of \$4,800 in e-gift cards (issuer of Sponsor's sole choosing; issuer's terms and conditions apply) and, accordingly, the Grand Prize value will be less than the amount indicated above.

Winner and guests further understand and agree that Sponsor has not obtained insurance of any kind for them relative to acceptance/use of the prize.

4. Winner Determination & Notification:

Winners will be selected via random drawing on or about March 26, 2024 by an independent third party judging organization ("Judges"), whose decisions will be final in all matters relating to this sweepstakes.

There will be two (2) random drawings, with one (1) Grand Prize awarded per random drawing. The National random drawing will consist of all eligible entries received regardless of residence of entrant. The Regional random drawing will consist of all eligible entries received from the following zip codes in the States of Louisiana and Mississippi:

LA – 70119, 70001, 70002, 70003, 70053, 70056, 70065, 70072, 70113, 70114, 70115, 70116, 70122, 70433, 70448, 70458, 70460, 70471, 70401, 70454, 70726, 70737, 70764, 70769, 70791, 70809, 70810, 70817, 70820, 70301, 70357, 70360, 70363, 70373, 70374, 70380, 70393, 70503, 70506, 70560, 70592, 70605 (New Orleans, Metairie, Gretna, Kenner, Marrero, Covington,

Mandeville, Slidell, Ponchatoula, Denham Springs, Gonzales, Plaquemine, Prairieville, Zachary, Baton Rouge, Thibodaux, Golden Meadow, Houma, Larose, Lockport, Morgan City, Plattenville, Lafayette, New Iberia, Youngsville, Lake Charles)

MS – 39507, 39525, 39564 (Gulfport, Diamondhead, Ocean Springs)

The National random drawing will precede the Regional random drawing.

Odds of winning the National Grand Prize will be determined by the total number of eligible entries received. Odds of winning the Regional Grand Prize will be determined by the total number of eligible entries received in the Louisiana and Mississippi zip codes as set forth above.

Winners will be notified by e-mail and/or phone on or about March 27, 2024. Each winner 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. 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.

Each of winner's guests must sign and return a liability release and a publicity release (where lawful) within **five (5) days** of notification of winner. If one or more guests do not timely return signed liability release and publicity release (where lawful), Grand Prize winner must accept the prize without such guest(s) as discussed above.

WINNER AND GUESTS AGREE THAT AN ELECTRONIC SIGNATURE/AFFIRMATION OF THE AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE (FOR WINNER) 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 VERSION OF EITHER DOCUMENT IS NOT ACCEPTABLE, SPONSOR MAY CONDITION AWARD OF PRIZE (FOR WINNER) OR ACCOMPANYING WINNER ON TRIP (FOR GUESTS) 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.

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.

- 5. Eligibility:** This Sweepstakes is open only to legal residents of the (50) United States and the District of Columbia, 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 (including Judges), alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

- 6. 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. Limit of one (1) prize per family, household or address. No substitution of prize or cash equivalent except at Sponsor's sole discretion. (With regard to gift card component[s] of Grand Prize, the preceding is subject to applicable laws requiring the redemption of gift card by its holder for cash.) 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. Prize must be accepted as awarded; if declined by winner, no compensation or alternate prize will be awarded. By accepting prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking to redeem said prize. Sponsor reserves the right to conduct a background check of any criminal records of winners and their guests. To the extent necessary and permitted by law, winners and their guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify winner and their guest(s) based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

Entrants hereby agree to indemnify and hold Sponsor as well as 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 the prize awarded (including any travel or activity related thereto). SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING PRIZE (OR ANY ELEMENT THEREOF), INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE.

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. 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 prize, the winner shall be required to comply with any and all applicable federal, state and local laws, rules and regulations.

In consideration of his/her receipt of any prize, prize winner for himself or herself and his or her guest, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties as well as Meta Platforms, Inc. 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, 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 this promotion, or any part thereof, at any time, for any reason, without notice or further obligation.

7. **Text Message Conditions:** Sweepstakes is intended for participation in the fifty (50) United States and the District of Columbia only and shall be construed only according to United States law. Sponsor and its agencies are not responsible for text messages not received by or from Sponsor 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 text messages by or from Sponsor. Sponsor is not responsible for incorrect or inaccurate information, whether caused by any human or technological error that may occur in the processing of text messages in this Sweepstakes or for any malfunction, defect or error in the link disseminated via text message such that Mobile Website is not accessible or usable as intended by Sponsor. Any other attempted form of entry not specified herein is prohibited; no automatic, programmed, robotic or similar means of entry are permitted.
8. **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. (For clarity, the preceding applies even if an individual received link to Mobile Website via text message.) Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, or incomplete entries; corrupted, jumbled, interrupted, irregular or defective entries or entries not received or properly recorded 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 entries. Sponsor and its agencies are also not responsible for incorrect or inaccurate entry information, whether caused by users or by any human or technological error that may occur in the processing of entries in this Sweepstakes, for any malfunction, defect or error in the scanning of QR Code or the link disseminated in response to same such that Mobile Website is not accessible or usable as intended by Sponsor. 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/MOBILE WEBSITE, UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR SEEK TO DEFRAUD SPONSOR OR JUDGES IN CONJUNCTION WITH THE IMPLEMENTATION OF THE 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.

9. **Winners' List:** For winners' list, please send a self-addressed stamped envelope to DIA5873228W Guinness OGB St. Pat's Trip Winner, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by April 22, 2024 and received by May 6, 2024.

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

Sponsor: Diageo Beer Company USA, New York, NY.

Imported by Diageo Beer Company USA, New York, NY.

Please Drink Responsibly.