# CAPTAIN MORGAN "FOLLOW THE CAPTAIN" SWEEPSTAKES 2.0 ("Sweepstakes") OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL PERMANENT RESIDENTS OF THE (50) UNITED STATES AND THE DISTRICT OF COLUMBIA. FOR PRIZES OTHER THAN THE GRAND PRIZES, ONE MUST BE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY IN ORDER TO PARTICIPATE; FOR GRAND PRIZES, ONE MUST BE 25 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY IN ORDER TO PARTICIPATE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. <u>Sweepstakes Period</u>: Sweepstakes begins at 12:00 a.m. Eastern Time (ET) on August 27, 2024 and ends at 11:59:59 p.m. (ET) on March 5, 2025 ("Sweepstakes Period").
- **2. How to Enter:** There is only one (1) way to enter this sweepstakes.
- **A.** During the Sweepstakes Period, go to <a href="www.captainmorgan.com/followthecaptain">www.captainmorgan.com/followthecaptain</a> ("Website") and verify your age. {You may access the mobile version of the Website ("Mobile Website") by scanning the QR Code found on Sweepstakes advertising materials where available. For clarity, scanning the QR Code in and of itself will <a href="mailto:not">not</a> result in entry.}
- **B.** Follow the on-screen instructions and complete the entry form with all required information including your name, date of birth, residential address (including zip code), telephone number and e-mail address.
- **C.** Select one (1) of the following professional sports teams:
- Arizona Cardinals
- Chicago Blackhawks
- Chicago Bulls
- Dallas Cowboys
- Los Angeles Chargers
- Los Angeles Rams
- Milwaukee Bucks
- Minnesota Wild
- Pittsburgh Penguins
- New York Giants
- New York Jets

If your entry is selected in the random drawings for the First or Third Prizes, your choice of team will determine the specific prize won. But, to be eligible to win a Second Prize,

you must select a participating NFL team; i.e., Arizona Cardinals, Dallas Cowboys, Los Angeles Chargers, Los Angeles Rams, New York Jets or New York Giants. If any of the other five (5) professional sports teams are selected, your entry will not be eligible to win a Second Prize. See Rule 4 and Exhibit A below.

Internet access and valid e-mail address are required to enter the Sweepstakes. If utilizing the Mobile Website (including scanning QR Code to access same), 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 (including the ability to scan QR Code to access same). Wireless Internet access and text messaging service are not available in all areas.

All entries must be received by 11:59:59 p.m. (ET) on March 5, 2025. <u>However, as set forth in Exhibit A, for a chance to win a specific prize, the entry must be received by the corresponding entry deadline.</u>

Submission of an entry will result in receipt of a promo code redeemable for \$5 off a qualifying purchase at <a href="https://www.thebar.com">www.thebar.com</a>; terms and conditions apply.

There is a limit of one (1) entry per person. Multiple entries will automatically result in disqualification. Receipt of entry will 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. Prizes 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); 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.captainmorgan.com/PrivacyPolicy\_uen.html?locale=uen-us\_and 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 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. Prizes:

Prizes are set forth in Exhibit A.

Prize restrictions are set forth in Exhibit B.

Total Approximate Retail Value of All Prizes: \$107,698.98

### 4. Winner Determination:

Winners will be determined via random drawing. For Grand and Fourth Prizes, there will be a separate random drawing for each prize. For First, Second and Third Prizes, there will be random drawing(s) with the specific prize won being based on the selection of professional sports team made by winner on entry form. All random drawings will take place on or about the corresponding dates as set forth in Exhibit A. Non-winning entries will be retained for subsequent random drawings (subject to selection of professional sports team on entry form). All random drawings will be conducted by an independent third party judging organization ("Judges"), whose decisions will be final in all matters relating to the Sweepstakes random drawings. Odds of winning a prize depend on the total number of eligible entries received for the applicable random drawing. All sports team entities listed in the prizing are not responsible for the collection, submission or processing of entries, the administration of the Sweepstakes or the selection of winners.

### 5. Winner Notification:

Winners will be notified by the e-mail address and/or phone number provided in their entry; method(s) of notification is of Sponsor's sole determination.

Winners will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within designated time period¹ of notification (except for Third and Fourth Prizes, or such shorter amount of time as designated thereon) or applicable prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion (except for Third and Fourth Prizes, time permitting). If winner cannot be located or does not respond to attempt to be notified within designated time period² (except for Third and Fourth Prizes, or such shorter amount of time as designated thereon), applicable prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion (again, except for Third and Fourth Prizes, time permitting). Winner's guest(s) must sign and return a liability release and a publicity release (where lawful) prior to prize event (i.e., Grand Prize trip/First Prize experience/Second Prize professional football game), or winner must accept the corresponding prize without guest(s) as per Exhibit B.

<sup>1</sup>For Grand, First and Second Prizes, <u>two (2) days</u> of notification; for Third and Fourth Prizes, **five (5) days** of notification.

<sup>2</sup>For Grand, First and Second Prizes, <u>one (1) day</u> of notification; for Third and Fourth Prizes, <u>five (5) days</u> of notification.

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. The preceding may include but is not limited to photographs and videos which include the winner.

WINNER AND GUEST AGREE THAT AN ELECTRONIC SIGNATURE/AFFIRMATION OR FACSIMILE VERSION OF THE AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE (FOR WINNER) AND LIABILITY/PUBLICITY RELEASE (FOR GUEST) 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 WINNER) OR ACCOMPANYING WINNER TO PRIZE EVENT (FOR GUEST) ON RETURN OF THE ACTUAL HAND-SIGNED DOCUMENT.

Winner 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 prize can be received. No prize will be awarded unless the Affidavit has been received by Judges. Winner status is subject to verification of eligibility and compliance with these Official Rules.

**6. Eligibility:** Employees, owners, directors, officers, and agents of the following entities and members of their families or households are not eligible for participation under any circumstances: Diageo Americas, Inc., Los Angeles Rams, LLC, Arizona Cardinals Football Club LLC, Chargers Football Company, LLC, New York Jets LLC, New York Football Giants Inc, Giants Stadium LLC, New Meadowlands Stadium Company, LLC; NFL Entities<sup>1</sup>, NHL Entities<sup>2</sup>, The National Basketball Association And Its Member Clubs, NBA Properties, Inc.<sup>3</sup> and (as applicable) their respective affiliates, printers, advertising and promotion agencies (including Judges) [collectively, "Released Entities"], alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

<sup>&</sup>lt;sup>1</sup> Participant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, owners, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

Employees, owners, officers, directors, agents and representatives of the NFL Enterprises LLC, The NFL Parties (defined as NFL Properties LLC, National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Enterprises LLC, NFL International LLC, NFL Productions LLC, and each of their respective affiliates, owners, subsidiaries, shareholders, officers, directors, agents, representatives and employees, both individually and collectively) and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, any child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win a prize.

<sup>2</sup>The NHL Entities are defined as "National Hockey League ("NHL"), NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises LLC and the member clubs of the NHL. The Sweepstakes is NOT sponsored or offered by the NHL Entities nor will the NHL Entities have any liability or responsibility for any claim arising out of participation in the Sweepstakes or the awarding of the prizes.

<sup>3</sup> The National Basketball Association And Its Member Clubs (including the Chicago Bulls and Milwaukee Bucks and their respective affiliated entities) as well as NBA Properties, Inc. have not offered or sponsored this Sweepstakes in any way nor are they liable ore responsible for any claims arising out of participation in same, and Participant waives and releases such parties from any such claims.

7. 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. 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 (if applicable). To the extent necessary and permitted by law, winners and their guests (if applicable) shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify winners and/or guests (if applicable) based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

Entrants hereby agree to indemnify and hold Released Entities 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). RELEASED ENTITIES MAKE

NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING ANY PRIZE, 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. For prizes valued at \$600 or more, winner will be issued an IRS Form W-9 with the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) and a subsequent IRS Form 1099. 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 all other Released Entities 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.

Electronic Entries: In the event of a dispute, online entries (including entries 8. 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, 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 or for any malfunction, defect or error in the scanning of QR Code 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.** <u>Winners' List:</u> For winners' list, please send a self-addressed stamped envelope to DIA6577710W Captain Morgan Follow The Captain Sweeps Winners, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by April 7, 2025 and received by April 21, 2025.

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

Captain Morgan Rum Co., New York, NY. DRINK RESPONSIBLY. CAPTAIN'S ORDERS!

### EXHIBIT A PRIZES, ENTRY DEADLINES & RANDOM DRAWING DATES

### **GRAND PRIZES**

### One (1) unit of each type of Grand Prize will be awarded.

Grand Prize "A" – 3 day/2 night trip for winner and one (1) guest to attend Super Bowl LIX in New Orleans, Louisiana on February 9, 2025. Entry deadline is January 10, 2025 at 11:59:59 p.m. ET; the random drawing to select the winner will take place on or about January 17, 2025. Prize consists of roundtrip coach air travel from an airport nearest winner's residence to New Orleans; standard double occupancy hotel accommodations in New Orleans area; two (2) VIP tickets to Super Bowl LIX game; \$500 gift card from bank/financial institution; \$100 ride-hailing service gift card; check for \$5,000 which may be used by winner to defray taxes incurred by winner in conjunction with prize award (however, at all times, taxes remain the sole responsibility of winner and Sponsor makes no representation or warranty that the check will be sufficient to satisfy such tax obligations). Approximate Retail Value: \$31,600.00.

Grand Prize "B" - 3 day/2 night trip for winner and one (1) guest to New York, New York. Entry deadline is August 30, 2024 at 11:59:59 p.m. ET; the random drawing to select the winner will take place on or about September 3, 2024. Prize consists of roundtrip coach air travel from an airport nearest winner's residence to New York, New York; standard double occupancy hotel accommodations in New York City area; \$500 gift card from bank/financial institution; \$100 ride-hailing service gift card; select activities. Approximate Retail Value: \$3,800.00.

Grand Prize "C" - 3 day/2 night trip for winner and three (3) guests to Miami, Florida. Entry deadline is October 21, 2024 at 11:59:59 p.m. ET; the random drawing to select the winner will take place on or about October 28, 2024. Prize consists of roundtrip air travel from an airport nearest winner's residence to Miami, Florida; standard double occupancy hotel accommodations in Miami area; \$200 gift card from bank/financial institution; \$200 ride-hailing service gift card; select activities. Approximate Retail Value: \$7,600.00.

Grand Prize "D" - 3 day/2 night trip for winner and one guest (21 years or older) to attend Los Angeles Rams vs. New York Jets professional football game in East Rutherford, New Jersey on December 22, 2024. Entry deadline is October 18, 2024 at 11:59:59 p.m. ET; the random drawing to select the winner will take place on or about October 25, 2024. Prize consists of roundtrip coach air travel from an airport nearest winner's residence to New York, New York; standard double occupancy hotel accommodations in New York City area; two (2) tickets to the football game, including VIP Game Experience; \$100 gift card from bank/financial institution; \$100 ride-hailing service gift card. Approximate Retail Value: \$4,400.00.

### **FIRST PRIZES**

One (1) unit of each type of First Prize will be awarded, except for First Prizes "F" and "G" of which two (2) units will be awarded.

For First Prizes "A," "B," "C," "D" and "E," the entry deadline is November 3, 2024 and the random drawing to select the winners will take place on or about November 10, 2024.

For First Prizes "F," "G," "H," "I," "J" and "K," the entry deadline is December 9, 2024 and the random drawing to select the winners will take place on or about December 16, 2024.

**First Prize "A"** – lunch and private tour of Quest Diagnostics Training Center in East Rutherford, New Jersey for the winner and three (3) guests in November 2024. (Available only if New York Giants were selected). **Approximate Retail Value: \$599.00.** 

**First Prize "B"** – skills challenge experience for the winner and fourteen (14) guests at MetLife Stadium in East Rutherford, New Jersey on November 21, 2024. (Available only if New York Giants or New York Jets were selected). **Approximate Retail Value: \$2,000.00.** 

**First Prize "C"-** meet and greet experience with a Dallas Cowboys legend for the winner and three (3) guests at Ford Center at The Star in Frisco, Texas in November 2024. (Available only if Dallas Cowboys were selected). **Approximate Retail Value: \$4,000.00.** 

**First Prize "D"** – tickets for winner and five (5) guests to Seattle Seahawks vs. Arizona Cardinals at State Farm Stadium in Glendale, Arizona on December 8, 2024. (Available only if Arizona Cardinals were selected). **Approximate Retail Value: \$4,602** .00.

**First Prize** "E" - private tour of SoFi Stadium in Inglewood, California for the winner and seven (7) guests in November 2024. (Available only if Los Angeles Chargers were selected.) **Approximate Retail Value:** \$2,500.00.

**First Prize "F"** – Milwaukee Bucks post-game experience at Fiserv Forum in Milwaukee, Wisconsin for the winner and three (3) guests in December 2024/January 2025. Includes four (4) tickets to professional basketball game. (Available only if Milwaukee Bucks were selected). **Approximate Retail Value: \$2,500.00 each.** 

**First Prize "G"** – Milwaukee Bucks pre-game/warm-up experience at Fiserv Forum in Milwaukee, Wisconsin for the winner and three (3) guests in December 2024/January 2025. Includes four (4) tickets to professional basketball game. (Available only if Milwaukee Bucks were selected). **Approximate Retail Value:** \$2,500.00 each.

**First Prize** "H" – Chicago Bulls player tunnel experience at United Center in Chicago, Illinois for the winner and three (3) guests in December 2024/January 2025. Includes four (4) tickets to professional basketball game. (Available only if Chicago Bulls were selected). **Approximate Retail Value:** \$2,500.00.

**First Prize "I"** – Minnesota Wild ice resurfacer experience at Xcel Energy Center in St. Paul, Minnesota for the winner and three (3) guests on January 9, 2025. Includes four (4) tickets to professional hockey match. (Available only if Minnesota Wild were selected). **Approximate Retail Value:** \$1,030.00.

**First Prize "J"** – Chicago Blackhawks penalty box experience at United Center in Chicago, Illinois for the winner and three (3) guests on February 7, 2025.Includes four (4) tickets to professional hockey match. (Available only if Chicago Blackhawks were selected). **Approximate Retail Value:** \$4,000.00.

**First Prize "K"** – Pittsburgh Penguins ice resurfacer experience at PPG Paints Arena in Pittsburgh, Pennsylvania for the winner and one (1) guest in December 2024/January 2025. Includes two (2) tickets to professional hockey match. (Available only if Pittsburgh Penguins were selected). **Approximate Retail Value:** \$1,200.00.

### SECOND PRIZES

One (1) unit of each Second Prize will be awarded. Entry deadline for all Second Prizes is November 1, 2024 at 11:59:59 p.m. ET. Random drawings to select the winners will take place on or about November 8, 2024.

**Second Prize "A" -** tickets for winner and one guest (1) to attend New Orleans Saints vs. New York Giants football game at MetLife Stadium in East Rutherford, New Jersey on December 8, 2024, a gameday experience, and \$50 ridehailing service gift card. (Available only if New York Giants were selected). **Approximate Retail Value:** \$1,080 .00.

**Second Prize "B" -** tickets for winner and one (1) guest to attend Seattle Seahawks vs. New York Jets football game at MetLife Stadium in East Rutherford, New Jersey on December 1, 2024, a gameday experience, and \$50 ride-hailing service gift card. Available only if New York Jets were selected). **Approximate Retail Value: \$1,166.00.** 

**Second Prize "C" -** tickets for winner and one (1) guest to attend Buffalo Bills vs. Los Angeles Rams football game at SoFi Stadium in Inglewood, California on December 8, 2024. a gameday experience, and \$50 ride-hailing service gift card. (Available only if Los Angeles Rams were selected). **Approximate Retail Value:** \$1,586.00.

**Second Prize "D" -** tickets for winner and one (1) guest to attend Tampa Bay Buccaneers vs. Los Angeles Chargers football game at SoFi Stadium in Inglewood,

California on December 15, 2024, a gameday experience, and \$50 ride-hailing service gift card. (Available only if Los Angeles Chargers were selected.) **Approximate Retail Value:** \$2,550.00.

**Second Prize** "E" - tickets for winner and one (1) guest to attend Seattle Seahawks vs. Arizona Cardinals football game at State Farm Stadium in Glendale, Arizona on December 8, 2024 and \$50 ride-hailing service gift card. (Available only if Arizona Cardinals were selected.) **Approximate Retail Value:** \$1,564.00.

**Second Prize "F" -** tickets for winner and one (1) guest to attend Tampa Bay Buccaneers vs. Dallas Cowboys football game at AT&T Stadium in Arlington, Texas on December 22, 2024, a gameday experience, and \$50 ride-hailing service gift card. (Available only if Dallas Cowboys were selected.) **Approximate Retail Value: \$1,550.00**.

### THIRD PRIZES

One (1) unit of each Third Prize Tier (Top, Middle, Low) will be awarded. Entry deadline for all Third Prizes is November 30, 2024 at 11:59:59 p.m. ET Random drawings to select the winners will take place on or about December 6, 2024. Each type of Third Prize is only available if applicable professional sports team was selected.

Third Prize "A" - New York Jets merchandise.

Top Third Prize "A" has an Approximate Retail Value of \$500.00; Middle Third Prize "A" has an Approximate Retail Value of \$129.99; Low Third Prize "A" has an Approximate Retail Value of \$34.99.

Third Prize "B" - New York Giants merchandise.

Top Third Prize "B" has an Approximate Retail Value of \$200.00; Middle Third Prize "B" has an Approximate Retail Value of \$100.00; Low Third Prize "B" has an Approximate Retail Value of \$75.00.

**Third Prize "C"** – Los Angeles Chargers merchandise.

Top Third Prize "C" has an Approximate Retail Value of \$350.00; Middle Third Prize "C" has an Approximate Retail Value of \$209.00; Low Third Prize "C" has an Approximate Retail Value of \$170.00.

**Third Prize "D"** – Los Angeles Rams merchandise.

Top Third Prize "D" has an Approximate Retail Value of \$500.00; Middle Third Prize "D" has an Approximate Retail Value of \$250.00; Low Third Prize "D" has an Approximate Retail Value of \$50.00.

**Third Prize "E"** – Dallas Cowboys merchandise.

Top Third Prize "E" has an Approximate Retail Value of \$250.00; Middle Third Prize "E" has an Approximate Retail Value of \$220.00; Low Third Prize "E" has an Approximate Retail Value of \$80.00.

**Third Prize** "F" – Arizona Cardinals merchandise.

Top Third Prize "F" has an Approximate Retail Value of \$220.00; Middle Third Prize "F" has an Approximate Retail Value of \$170.00; Low Third Prize "F" has an Approximate Retail Value of \$43.00.

**Third Prize "G" –** Chicago Blackhawks merchandise.

Top Third Prize "G" has an Approximate Retail Value of \$300.00; Middle Third Prize "G" has an Approximate Retail Value of \$280.00; Low Third Prize "G" has an Approximate Retail Value of \$98.00.

**Third Prize "H" – Minnesota Wild merchandise.** 

Top Third Prize "H" has an Approximate Retail Value of \$175.00; Middle Third Prize "H" has an Approximate Retail Value of \$170.00; Low Third Prize "H" has an Approximate Retail Value of \$70.00.

**Third Prize "I"** – Chicago Bulls merchandise.

Top Third Prize "I" has an Approximate Retail Value of \$200.00; Middle Third Prize "I" has an Approximate Retail Value of \$150.00; Low Third Prize "I" has an Approximate Retail Value of \$100.00.

**Third Prize "J" –** Pittsburgh Penguins merchandise.

Top Third Prize "J" has an Approximate Retail Value of \$350.00; Middle Third Prize "J" has an Approximate Retail Value of \$225.00; Low Third Prize "J" has an Approximate Retail Value of \$75.00.

**Third Prize "K"** – Milwaukee Bucks merchandise.

Top Third Prize "K" has an Approximate Retail Value of \$300.00; Middle Third Prize "K" has an Approximate Retail Value of \$150.00; Low Third Prize "K" has an Approximate Retail Value of \$35.00.

#### **FOURTH PRIZES**

Fourth Prize "A" (80) – Captain Morgan bucket hat. Entry deadline is November 30, 2024 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about December 8, 2024. Approximate Retail Value: \$25 each.

Fourth Prize "B" (150) - Captain Morgan drink koozie. Entry deadline for the first random drawing (in which fifty [50] units will be awarded) is September 27, 2024, with the corresponding random drawing to take place on or about October 4, 2024. Entry deadline for the second random drawing (in which fifty [50] units will be awarded plus any unawarded units from the first random drawing) is October 30, 2024, with the corresponding random drawing to take place on or about November 8, 2024. Entry deadline for the third random drawing (in which twenty-five [25] units will be awarded plus any unawarded units from the first and second random drawings) is January 14, 2025, with the corresponding random drawing to take place on or about January 23, 2025. Entry deadline for the fourth random drawing (in which twenty-five [25] units will be awarded plus any unawarded units from the first, second and third random drawings) is February 14, 2025, with the corresponding random drawing to take place on or about February 21, 2025. Approximate Retail Value: \$5 each.

Fourth Prize "C" (72) – Captain Morgan T-shirt. Entry deadline is October 30, 2024 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about November 8, 2024. Approximate Retail Value: \$30 each.

Fourth Prize "D" (100)— Captain Morgan/Pirate-themed merchandise. Entry deadline is February 28, 2025 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about March 3, 2025. Approximate Retail Value: \$8 each.

Fourth Prize "E" (108) - Captain Morgan/Mardi Gras merchandise. Entry deadline is March 5, 2025 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about March 12, 2025. Approximate Retail Value: \$5 each.

Fourth Prize "F" (5) -Voucher redeemable for event tickets. Entry deadline is September 27, 2024 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about October 4, 2024. Approximate Retail Value: \$50 each.

Fourth Prize "G" (20) - Voucher redeemable at a third party retailer that does NOT sell alcohol beverages. Entry deadline is November 30, 2024 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about December 6, 2024. Approximate Retail Value: \$20 each.

Fourth Prize "H" (15) – Voucher redeemable for music streaming services. Entry deadline is September 27, 2024 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about October 4, 2024. Approximate Retail Value: \$20 each.

Fourth Prize "I" (20) -Voucher redeemable for food delivery services. Entry deadline is September 27, 2024 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about October 4, 2024. Approximate Retail Value: \$20 each.

Fourth Prize "J" (50) – Captain Morgan crew neck sweatshirt. Entry deadline is November 22, 2024 at 11:59:59 p.m. ET; the random drawing to select the winners will take place on or about November 25, 2024. Approximate Retail Value: \$150 each.

### EXHIBIT B PRIZE RESTRICTIONS

### <u>IN GENERAL</u>

#### ALCOHOL IS NOT PART OF ANY PRIZE.

Where applicable, winner's guest(s) must be 21 years of age or older.

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

Prizes are non-transferable except at the sole discretion of the Sponsor.

No substitution of prize or cash equivalent except at Sponsor's sole discretion and, for gift card prizes, where required by applicable law.

Should a winner choose to accept a prize without the indicated number of guest(s) or if guest(s) do not timely return the liability release and publicity release (where lawful), the winner will receive the applicable prize in increments for the actual number of attendees (i.e., him/herself and guests) and no alternate prize or compensation will be awarded.

Winner and guest(s) [the latter if applicable] are solely responsible for any and all costs associated with prize acceptance and use that are not specified in the Official Rules. EXCEPT FOR GRAND PRIZES, TRAVEL IS NOT INCLUDED AS PART OF ANY PRIZE AND IS THE SOLE RESPONSIBILITY OF THE WINNER.

Where applicable, issuer of gift card or voucher prizing will be determined by Sponsor in its sole discretion. Use of the gift card/voucher is subject to the terms and conditions of such third party issuer.

Where applicable, winner and guest(s) 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 any laws/regulations or policies (of the United States or any political subdivision thereof, or any business entity) 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.

Where not specified, the particular features and properties of a given prize will be determined by Sponsor in its sole discretion.

Should a prize include multiple components (for example, Grand Prizes), winner must accept prize in its entirety or not at all.

If a prize is declined by a winner, no alternate prize or compensation will be awarded.

### **GRAND PRIZES**

Trips are subject to availability and other restrictions.

Airports as well as hotel accommodations are of Sponsor's sole choosing. Flights may not be direct.

If winner lives within reasonable driving distance of applicable trip destination, Sponsor will replace air travel with ground transportation and no alternate prize or compensation will be awarded.

Retail Value of Grand Prize may vary depending on point of departure and other factors.

## <u>GRAND PRIZE "A," "D"; FIRST PRIZE "D," "F," "G, "H," "I," "J," "K"; SECOND PRIZES</u>

Winner must be able to attend the applicable professional football game/professional basketball game/professional hockey match (collectively, "Game") or other prize experience on the designated date of same, as per Exhibit A. If winner is not available to attend the Game/prize experience for any reason, the applicable prize will be forfeited without compensation of any kind and alternate winner may be selected (time permitting).

Where the specific date of Game/prize experience has not been identified, Sponsor will endeavor to provide such date once finalized but no later than the date of prize notification.

Tickets to Game/prize experience 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 and his/her guest(s) including but not limited to provision to another via re-sale, exchange or barter. Seat location and ticket type 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 applicable sports league, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each winner and his/her guest(s)

agree to comply with all applicable stadium regulations in connection with attending Game or prize experience.

### FIRST PRIZE "A," "E," "F," "G, "H," "I," "J," "K"

Additional restrictions of applicable sports team, league and/or venue may apply. By way of illustration only: (a) winner and guest(s) must follow all instructions of venue and other authorized personnel at all times, including accessing and exiting designated areas when advised to do so; (b) winner and guest(s) understand and agree that their participation in the corresponding experience may be recorded by Sponsor, applicable sports team, league and/or other entities, all without further notice or compensation of any kind; (c) winner and guest(s) may not record or photograph their participation in the corresponding experience, unless expressly authorized to do so by a person of proper authority; (d) winner and guest(s) must not interfere in any way with the professional activities conducted in conjunction with corresponding experience.

### FIRST PRIZE "A"

Menu for lunch will be developed by the New York Giants' caterer in its sole discretion. It is the sole responsibility of winner and guests to advise the New York Giants' caterer beforehand of any dietary restrictions. Sponsor disclaims any and all liability under any legal theory as to the efforts of the New York Giants' caterer to accommodate such dietary restrictions or as to the quality of the lunch.

### FIRST PRIZE "B"

No prizes or awards will be issued based on the results of the skills challenge.

Winner and guests understand and agree that participation in the skills challenge involves physical activity and may result in injury. Sponsor has not obtained any insurance of any kind as to the skills challenge; if desired, securing such insurance is the sole responsibility of winner and guests and at their sole expense. BY PARTICIPATING IN THE SKILLS CHALLENGE, WINNER AND GUESTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO ASSUME ANY AND ALL RISKS OF INJURY AS WELL AS TO SIGN ANY ADDITIONAL WAIVERS/RELEASES THAT MAY BE REQUIRED WITHOUT COMPENSATION OF ANY KIND.

### FIRST PRIZE "C"

Sponsor in consultation with the NFL Entities (as defined in the Official Rules) will determine the Dallas Cowboys legend who will participate in the meet-and-greet opportunity. The legend may not be a current player or coach of the Dallas Cowboys. The legend may (or may not) in his sole discretion (a) autograph items for winner and guests or (b) pose for "selfie" videos/photos with winner and guests. Insulting, antagonizing or acting in an anti-social manner toward legend will result in immediate

termination of First Prize "C" without liability of any kind to Sponsor or NFL Entities. Additional restrictions may apply.

FOURTH PRIZE "A," "B," "C," "D," "E," "J"
In accordance with applicable law, residents of Virginia will receive a prize of comparable law to designated prize.