

SMIRNOFF ICE SUNSURANCE SWEEPSTAKES: III

OFFICIAL RULES

NO PURCHASE NECESSARY. MUST BE LEGAL RESIDENT OF THE (50) UNITED STATES OR THE DISTRICT OF COLUMBIA, 21 YEARS OF AGE OR OLDER, WHO OWNS A MOBILE DEVICE WITH SMS MESSAGING CAPABILITY, HAS A VALID E-MAIL ADDRESS AS WELL AS A U.S.-BASED BANK ACCOUNT. INTERNET ACCESS IS ALSO REQUIRED. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Sweepstakes Period: The Smirnoff Ice Sunsurance Sweepstakes: III (“Sweepstakes”) begins on August 8, 2025 at 12:00 a.m. Eastern Time (ET) and ends on August 15, 2025 at 11:59:59 p.m. ET. The Sweepstakes is an instant win game as further explained below.

This Sweepstakes is separate from other Smirnoff Ice Sunny Days promotional programming offered contemporaneously by Diageo Beer Company USA as well as the preceding two (2) Smirnoff Ice Sunsurance Sweepstakes. Each such Smirnoff Ice Sunny Days promotion will feature its own prizing at separate odds of winning. You may participate in this Sweepstakes and/or other Smirnoff Ice Sunny Days promotions as you wish. Without limitation, if you entered either preceding Smirnoff Ice Sunsurance Sweepstakes, to have a chance to win a prize in this Sweepstakes, you must enter again as per Rule 2 below; and, if you won a prize in either preceding Smirnoff Ice Sunsurance Sweepstakes, you MAY also win a prize in this Sweepstakes.

2. How To Enter:

There are two (2) ways to enter the Sweepstakes.

- a. **Entry Method No. 1** - During the Sweepstakes Period, send a text message with “SUNSURANCE”† from your handset addressed to 24272. Once you send the text message, you will need to verify your age, provide your valid state, zip code and e-mail address. 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. No alterations or forged entries are permitted. All entrants using Entry Method No. 1 must have a mobile device with text messaging two-way capability and digital service in order to participate in the Sweepstakes using the text messaging method. By texting “SUNSURANCE” 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.

†One may also access “SUNSURANCE” by using their compatible mobile device to scan the QR Code found on certain Sweepstakes advertising materials.

b. **Entry Method No. 2** – TO ENTER WITHOUT TEXT, send an e-mail to promotionalsweepstakes@avidinc.com, with “SMIRNOFF ICE SUNSURANCE SWEEPSTAKES: III” in the subject line, along with your first name, phone number (to be used for processing payment if you are verified as a prize winner), date of birth, state and zip code.

Regardless of entry method used, submission of an entry will result in receipt of one (1) game play for a chance to instantly win a prize; see Rule 3 below.

WARNING: BY PROVIDING YOUR DATE OF BIRTH (REGARDLESS OF ENTRY METHOD UTILIZED), YOU REPRESENT AND WARRANT THAT SUCH STATEMENT IS ACCURATE WITH THE UNDERSTANDING THAT, IN ACCEPTING YOUR ENTRY, SPONSOR IS ACTING IN DIRECT RELIANCE ON THIS REPRESENTATION AND, IN THE ABSENCE OF SAME, SPONSOR WOULD NOT HAVE PERMITTED YOU TO ENTER THE SWEEPSTAKES OR AWARDED YOU A PRIZE IF A WINNER. YOU FURTHER DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT YOU ARE 21 YEARS OF AGE OR OLDER AND THAT THE PERSONAL INFORMATION PROVIDED IS TRUE AND CORRECT.

Internet access and a valid e-mail address are required to participate in the Sweepstakes. If participating in the Sweepstakes by using a mobile device (regardless of entry method, including scanning the QR Code to access “SUNSURANCE”), wireless Internet access and/or other fees may apply, in addition to charges for sending/receiving text messages and scanning QR Code as applicable. Please consult your wireless service provider regarding your pricing plan as well as reviewing your phone’s capabilities for specific instructions for sending text messages, sending e-mails or utilizing QR Code functionality (as applicable). Not all cellular phone providers carry necessary service to participate (including the ability to send e-mail messages, scan QR Code or to send/receive text messages, as applicable). Wireless Internet access is not available in all areas.

All entries/game plays must be received by August 15, 2025 at 11:59:59 p.m. ET. There is a limit of one (1) entry/game play per person. Multiple entries/game plays will automatically result in disqualification.

Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect a person’s ability to enter/play the game via text message or e-mail transmission (including scanning QR Code to access “SUNSURANCE”); or the ability of the Sponsor to notify the winners or implement the prize claim procedure. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, garbled, corrupted,

jumbled, inaccessible, incomplete, incorrect entries/game plays or other Sweepstakes materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries/game plays 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.smirnoff.com/PrivacyPolicy_uen.html?locale=uen-us and Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.smirnoff.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. Winner Determination:

Winners will be selected at random upon completion of submission. The random selection is based on an algorithm developed by Avid Inc., d/b/a/ Avid Marketing Group ("Administrator") the independent, third party agency retained by Sponsor to administer the Sweepstakes on its behalf, whose decisions will be final in all matters relating to the Sweepstakes. Administrator will notify entrants upon completion of submission whether or not they have been selected as a winner. Odds of winning will be determined by the total number of eligible entries received and the operation of the algorithm in implementing the random selection.

If notified that he/she is a potential winner, a person must claim their Prize following receipt of such notification. As part of the prize claim procedure, Administrator will require a potential winner to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within an indicated time period. If potential prize winner (a) fails to complete the prize claim procedure by complying with the prize claim instructions; (b) fails to timely return the signed Affidavit/Release or (c) does timely return the signed Affidavit/Release but it is determined by Administrator in its sole discretion to be inadequate or unacceptable, the corresponding Prize will be forfeited without liability of any kind to Sponsor under any legal theory.

ADMINISTRATOR AND SPONSOR WILL NOT ACCEPT SCREEN-SHOTS OR OTHER ALLEGED "PROOF" OF WINNING IN LIEU OF THE PRIZE CLAIM PROCEDURE AS SET FORTH ABOVE AND IN ADMINISTRATOR'S NOTIFICATION.

In no event will more than 100 Prizes be awarded in the Sweepstakes. Should a programming, production, printing or other error/malfunction/failure of any kind occur resulting in more than 100 Prizes being offered in the Sweepstakes, Sponsor will only award those Prizes which have not yet been awarded via random drawing from among all eligible prize claimants for same.

If Prize is forfeited by potential winner, it may (or may not) be awarded in Sponsor's sole discretion. If Sponsor elects to award a forfeited Prize, it will be re-allocated at random by Administrator via the algorithm.

4. Prizes/Value:

100 Prizes will be awarded. Prize is a \$500 Venmo‡ credit.

Total Value of all Prizes: \$50,000.

‡Venmo payments will be made to the phone number used to submit entry/game play. No sponsorship, endorsement, authorization or affiliation with Diageo Beer Company USA, its SMIRNOFF ICE Premium Flavored Malt Beverage brand or this Sweepstakes is intended or implied by such use.

Message & data rates (and perhaps other charges) may apply as part of the redemption process. Prize winner should allow up to (72) hours after successful completion of the prize claim procedure for the \$500 deposit to be reflected in his/her Venmo account.

PRIZE IS NOT AN INSURANCE PRODUCT OF ANY KIND AND MAY BE USED HOWEVER THE WINNER WISHES. ALCOHOL IS NOT PART OF THE PRIZE.

To create a Venmo account, go to www.venmo.com or download free app to your compatible mobile device, provide phone number and e-mail address as prompted. **If winner does not have a Venmo account and does not wish to create one, Prize will be forfeited and Sponsor will have no liability to winner under any legal theory.**

Prize must be accepted as set forth therein. No substitution of Prize. Prize is not transferable.

Limit of (1) Prize per person. The value of the Prize won by an entrant under the Sweepstakes may be taxable as income to its winner, with the winner being solely responsible for any and all such taxes. Any miscellaneous costs involved in acceptance/use of Prize (including message and data rate charges that may be incurred as part of the process of claiming Prize) are winner's sole responsibility.

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

6. **General Conditions:** Entry/game play constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. 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 by Sponsor without additional compensation.

Entrants hereby agree to indemnify and hold Sponsor, Administrator, 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.

In consideration of their receipt of any prize, prize winner for himself or herself and their guest, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties, Administrator, as well as Meta Platforms, Inc. from and against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind or nature, known or unknown, absolute or contingent, and whether or not fixed, which the prize winner ever had, now has or might in the future have arising in any way or related to this Sweepstakes, including, but not limited to, prize winner's participation in the Sweepstakes; prize winner's Sweepstakes entry/game play; use of prize winner's name, likeness, biographical information, signature, image or likeness; prize winner's receipt, use or inability to use any prize or part thereof, including but not limited to injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

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

7. Text Message Entry Conditions: Sweepstakes is intended for participation in the 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 SMS transmissions/entries/game plays not sent or received due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind affecting the transmission or receipt of text message entries/game plays. 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 message entries/game plays in conjunction with offering this Sweepstakes. Any other attempted form of entry/game play not specified herein is prohibited; no automatic, programmed, robotic or similar means of entry/game play are permitted.

8. Electronic Entries: Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, or incomplete entries/game plays, or for e-mail entries/game plays not received due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of e-mail entries/game plays (including e-mail entries/game plays being classified as "junk" or "SPAM" by an e-mail service provider). Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by any human or technological error that may occur in the

processing of entries/game plays/prize claims in this Sweepstakes or for any malfunction, defect or error in the scanning of QR Code such that “**SUNSURANCE**” 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 SEEK TO DEFRAUD SPONSOR OR ADMINISTRATOR, OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. **Winners’ List:** For winners’ list, please send a self-addressed stamped envelope to Smirnoff Ice Sunsurance Sweepstakes III Winner, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners’ list must be postmarked by September 15, 2025 and received by September 29, 2025.

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

Sponsor: Diageo Beer Company USA, New York, NY

Please Drink Responsibly.

SMIRNOFF ICE Premium Flavored Malt Beverage. The Smirnoff Co., New York, NY.