

## **CAPTAIN MORGAN “BADTENDER WORTHY” CONTEST**

NO ALCOHOL (OR OTHER) PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

### **1. Contest Schedule & Theme:**

The Captain Morgan “Badtender Worthy” Contest (“Contest”) will be conducted according to the following schedule:

Entry Period	April 12, 2023 @ 12:01 am Eastern Time (“ET”) – May 3, 2023 @ 11:59:59 p.m. ET
Judging Period	May 4 – 8, 2023
“Battle of the Badtenders” Challenge Finals (for Verified Finalist Prize Winners)	May 17, 2023

Submit an original cocktail recipe showing your best cocktail (or “mocktail,” without alcohol), your own personal creation which you developed without the benefit of mixology classes or professional bartending experience of any kind. All uses of “cocktail” herein include a “mocktail” even if not expressly stated.

You must be a registered member of Instagram or Twitter in order to participate in the Contest. Membership on Instagram and Twitter is free, but a compatible mobile device is required to download the Instagram app for optimal use of the Instagram service. Wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan. Wireless Internet access is not available in all areas.

### **2. How To Enter:**

#### **(a) *Entry Procedure.***

From your public account on Instagram or Twitter, follow the official account of Captain Morgan, if you do not already. On Instagram, the official account is: @CaptainMorganUSA; on Twitter, @CaptainMorganUS. As a requirement to follow Captain Morgan on either Instagram or Twitter, you must first verify that you are of legal age to consume alcohol beverages as per the functionality of the applicable social media platform.

Post a video or photo of your cocktail (or mocktail), including its name, and the cocktail/mocktail recipe appearing in the caption/post.

Include the hashtag #BadtenderWorthyContest AND tag Captain Morgan (for Instagram; @CaptainMorganUSA; for Twitter: @CaptainMorganUS.)\*\*

**PLEASE DO NOT SHARE YOUR VIDEO/PHOTO WITH ANYONE UNDER THE LEGAL PURCHASE AGE FOR ALCOHOL.**

**All entries must be received by 11:59:59 p.m. ET on May 3, 2023.**

**\*\* The hashtag #BadtenderWorthyContest must be included in your post, so as to disclose to the public that in making a post you are participating in a contest promotion sponsored by Diageo Americas, Inc. to advertise Captain Morgan Original Spiced Rum for a chance to win prize(s). Omission of the hashtag #BadtenderWorthyContest may result in voiding of entry and disqualification from the Contest.**

**ALL COCKTAIL RECIPES POSTED BY PROSPECTIVE ENTRANTS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE PROSPECTIVE ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR WILL NOT REVIEW ANY POST PRIOR TO THE PUBLISHING OF SAME BY ANY PROSPECTIVE ENTRANT AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION THEREWITH. WITHOUT LIMITATION, DO NOT PREPARE, SERVE OR CONSUME ANY COCKTAIL AS DEPICTED OR DESCRIBED IN A COCKTAIL RECIPE AS POSTED BY A PROSPECTIVE ENTRANT UNLESS AND UNTIL YOU HAVE CONSULTED WITH A PHYSICIAN OR MEDICAL PROFESSIONAL OR HAVE OTHERWISE CONFIRMED THAT IT IS APPROPRIATE TO DO SO, BEARING IN MIND THAT, BY DEFINITION, PROSPECTIVE ENTRANTS DO NOT HAVE FORMAL TRAINING IN MIXOLOGY/BARTENDING.**

*(b) Requirements for Cocktail*

Cocktail recipe may include a maximum of six (6) ingredients, in addition to Captain Morgan Original Spiced Rum (or a non-alcohol alternative; for example, extra spicy ginger soda) and a garnish (for example, fruit or herbs), for a maximum of eight (8) ingredients in total. All ingredients must be readily accessible to individuals living in the United States. Without limitation, such ingredients CANNOT include any controlled substances or other drugs (whether lawful or not). In addition, if cocktail recipe includes Captain Morgan Original Spiced Rum, it 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 Captain Morgan Original Spiced Rum or non-alcohol alternative, quantity is a minimum of one [1]ounce and a maximum of one and one-half [1.5] ounces); 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.

Photo/video must accurately depict cocktail as created by following the recipe instructions. USE OF PHOTO/VIDEO-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; SUCH BEHAVIOR IS A FORM OF CHEATING AS DISCUSSED BELOW.

THE ENTRANT MAY APPEAR IN THE PHOTO/VIDEO ALONG WITH THE COCKTAIL BUT OTHER PERSONS MAY NOT.

DO NOT ACTUALLY CONSUME CAPTAIN MORGAN ORIGINAL SPICED RUM OR THE COCKTAIL ITSELF IN THE PHOTO/VIDEO.

*(c) Additional Entry Requirements*

There is a limit of one (1) entry per person on either Instagram OR Twitter (not both). A given Instagram or Twitter account may only be used by one (1) person to participate in the Contest. Multiple entries will automatically result in disqualification. Receipt of entry may be acknowledged by Sponsor including by comment to the Contest post, but any such acknowledgment is not binding other than indicating that the entry in question has been received.

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. (The preceding includes but is not limited to submissions not being accessible due to filtering or other operation of the functionality of the Instagram and/or Twitter social media platforms.) 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.captainmorgan.com/PrivacyPolicy\\_uen.html?locale=uen-us](https://footer.diageohorizon.com/dfs/assets/www.captainmorgan.com/PrivacyPolicy_uen.html?locale=uen-us) as well as Diageo's Conditions of Use at [https://footer.diageohorizon.com/dfs/assets/www.captainmorgan.com/TnC\\_uen.html?locale=uen-us](https://footer.diageohorizon.com/dfs/assets/www.captainmorgan.com/TnC_uen.html?locale=uen-us). 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 Prize Winner Determination:**

Three (3) Finalist Prize winners will be selected based on independent, third party judges' evaluation of entries (that is, the cocktail recipe, photo or video of cocktail and any accompanying content) based on the following criteria:

- A. 60%: Creativity and originality of cocktail
- B. 30%: Ease for consumers to recreate the cocktail
- C. 10% Alignment with Captain Morgan brand values (i.e., playfully mischievous, authentic & unpretentious, etc.)

In the event of a tie, the Finalist Prize winner shall be the tied entrant who had the higher/highest score in the criterion of "creativity and originality."

The judges shall take into account whether the cocktail recipe included Captain Morgan Original Spiced Rum or a non-alcohol alternative as well as whether the cocktail was depicted in a photo or video.

The top entries as determined by the judging panel are potential Finalist Prize winners and will be notified by direct message on or about May 8, 2023. BE SURE THAT YOUR INSTAGRAM OR TWITTER PRIVACY SETTINGS (AS APPLICABLE) ARE SET TO "PUBLIC" AND ALLOW FOR SPONSOR TO CONTACT YOU VIA DIRECT MESSAGE. If potential 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 (including the opportunity to participate in the "Battle of the Bartenders" Challenge Finals ["Challenge Finals"]) and to possibly win the Grand Prize as discussed below) will automatically be forfeited, and an alternate Finalist Prize winner may be selected at Sponsor's sole discretion, time permitting. See Rule 7 below for additional details.

**4. Finalist Prize:**

Finalist Prize (3) – a trip to New York, NY for Finalist Prize winner and one guest (who must be 21 years of age or older) where Finalist Prize winner will compete against the other Finalist Prize winners in the Challenge Finals to determine the Grand Prize winner.

Trip is for 3 days/2 nights and includes roundtrip coach air travel from major commercial airport nearest winner's residence to New York City; standard, double occupancy hotel accommodations for winner and guest for two (2) nights; ground transportation between New York City area airport and hotel as well as between hotel and venue hosting Challenge Finals. Finalist Prize winner will also receive materials required for participation in the Challenge Finals as per Rule 5 below. Approximate Retail Value of each Finalist Prize is \$3,900. Approximate 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 May 17, 2023 so as to participate in the Challenge Finals. If Finalist Prize winner cannot commit to travel to attend the Challenge Finals on such date for any reason, the Finalist Prize (including the opportunity to participate in the Challenge Finals 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.**

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

If Finalist Prize winner chooses to travel without a guest (or if guest fails to timely complete, sign and return a Release as per Rule 7 below), the Finalist Prize will be awarded in increments appropriate for a single traveler (i.e., the Finalist Prize winner him/herself) and no substitute or alternate prize will be awarded, resulting in the value of the Finalist Prize being less than the amount indicated above.

If Finalist Prize winner lives within reasonable driving distance of New York City, ground transportation will be provided in lieu of air travel and no substitute or alternate prize will be awarded, resulting in the value of the Finalist Prize being less than the amount indicated above.

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

Finalist Prize winner and guest must at all times act in an appropriate, well-behaved and respectful manner toward Sponsor Representatives and third party prize suppliers; as discussed below, the preceding includes but is not limited to Finalist Prize winner's behavior in conjunction with participation in the Challenge Finals. In addition, Finalist Prize winner and guest must comply with any and all applicable laws of all governmental bodies including the United States, the City of New York, as well as private policies of prize suppliers designed to prevent the transmission of COVID-19/Coronavirus; such laws/policies may include but are not limited to social distancing, mask-wearing, provision of proof of negative COVID-19/Coronavirus test and provision of proof of vaccination against COVID-19/Coronavirus. Failure to do so will result in immediate termination of Finalist Prize trip for Finalist Prize winner and/or guest, as applicable. If Sponsor deems the conduct of Finalist Prize winner or guest to be particularly egregious, Finalist Prize winner may be required to refund the approximate retail value of Finalist Prize (as well as forfeiting the opportunity to participate in the Challenge Finals) and Sponsor may seek damages from Finalist Prize winner and/or guest to the fullest extent permitted by law.

With the sole exception of provision of Captain Morgan Original Spiced Rum only in quantities necessary for Finalist Prize winners to prepare their cocktail recipe and participate in the Challenge Finals (if applicable), **alcohol is not part of any prize.**

There is a limit of one (1) Finalist Prize per family, household or address.

**5. "Battle of the Badtenders" Challenge Finals:**

The Challenge Finals 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 initial round of the Challenge Finals at the appointed time, as directed by Sponsor. In addition, should Finalist Prize Winner advance to the second/championship round, it is the Finalist Prize winner's sole responsibility to make him/herself available for the second/championship round at the appropriate time. If Finalist Prize winner is late, Sponsor will endeavor to accommodate Finalist Prize winner but such late arrival may adversely affect such Finalist Prize winner's participation in the Challenge Finals and possibly result in disqualification altogether.

For clarity, Finalist Prize winner must participate in the Challenge Finals him/herself and is prohibited from nominating a proxy to participate in the Challenge Finals on his/her behalf.

The Challenge Finals will take place over the course of two (2) rounds, with all three (3) Finalists competing in the initial round and the two (2) Finalists with the highest scores in the initial round advancing to compete in the second/championship round.

In the initial round of the Challenge Finals, each Finalist Prize winner will receive the ingredients and equipment necessary to create his/her cocktail as set forth in his/her Contest entry. It is the Finalist Prize winner's sole responsibility to request specific brands/types/models for ingredients and equipment to be used in preparing his/her 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 making no representation, guarantee or warranty of any kind as to its procurement of such materials as well as disclaiming any and all liability in conjunction therewith. Recipe must be created in a quantity appropriate so that each of the three (3) members of the Challenge Finals judging panel (comprised of Tone Bell, Drew Afualo, and a Captain Morgan Representative) will be able to consume a three (3) ounce sample of the cocktail. (The participation of Tone Bell and Drew Afualo is subject to their availability. Should Tone Bell and/or Drew Afualo not be available for any reason for the Challenge Finals [in whole or in part], Sponsor shall replace them with another individual of its sole choosing and will not have any liability of any kind.)

**FINALIST PRIZE WINNER CANNOT SUPPLEMENT OR OTHERWISE DEVIATE FROM THE COCKTAIL RECIPE AS SET FORTH IN HIS/HER CONTEST ENTRY WHEN PARTICIPATING IN THE INITIAL ROUND OF THE CHALLENGE FINALS; SUCH BEHAVIOR IS A FORM OF CHEATING AS DISCUSSED BELOW.**

In the initial round, the Finalist Prize winner must create his/her cocktail recipe entirely "on the spot" at his/her assigned space for the initial round at the Challenge Finals using only the provided ingredients and equipment and without third party assistance of any kind. All Finalist Prize winners will be allotted the same amount of time in which to create their cocktail recipes. Preparation of the cocktail must be done so as to allow for monitoring by Sponsor

Representatives to assure compliance with these Official Rules and the additional regulations regarding the Challenge Finals. (The Challenge Finals regulations are made a part of these Official Rules and incorporated herein by reference. In the event of any inconsistency between the Challenge Finals regulations and these Official Rules, the Challenge Finals regulations will prevail, govern and control only with respect to the conduct of the Challenge Finals and, in all other respects, these Official Rules will prevail, govern, and control.)

The Challenge Finals judging panel will determine the two (2) Finalist Prize winners advancing to the second/championship round based on the judging criteria set forth in Rule 3 above as supplemented by their actual tasting of the finished cocktails. Accordingly, the judging criteria for the initial round of the Challenge Finals is:

- A. 30%: Creativity and originality of cocktail
- B. 20%: Ease for consumers to recreate the cocktail
- C. 10% Alignment with Captain Morgan brand values (i.e., playfully mischievous, authentic & unpretentious, etc.)
- D. 40% Taste of Cocktail

The Finalist Prize winners advancing from the initial round of the Challenge Finals to the second/championship round will be notified in-person immediately following the conclusion of the initial round.

In the second/championship round, the two (2) remaining Finalist Prize Winners will be interviewed by the Challenge Finals judging panel, discussing their inspiration for creating their cocktail recipe, its significance to them and related issues. The order of interviews will be determined at random. Each interview session will last no more than five (5) minutes. Further details regarding the content and format of the interview sessions is addressed in the Challenge Finals regulations.

The Challenge Finals judging panel will determine the Grand Prize Winner based upon which of the two (2) Finalist Prize winners who advanced to the second/championship round demonstrated greater passion for their cocktail and the more compelling narrative.

The Grand Prize winner will be notified in-person immediately following the conclusion of the second/championship round.

**SHOULD A FINALIST PRIZE WINNER VIOLATE THE OFFICIAL RULES (INCLUDING THE CHALLENGE FINALS REGULATIONS), SPONSOR REPRESENTATIVES MAY ISSUE A WARNING AND PROVIDE THE FINALIST PRIZE WINNER WITH AN OPPORTUNITY TO CURE THE VIOLATION; HOWEVER, IF SPONSOR REPRESENTATIVES DETERMINE THAT THE VIOLATION IS BLATANT, EGREGIOUS OR REPEATED, FINALIST PRIZE WINNER MAY BE DISQUALIFIED WITHOUT SUCH WARNING.**

Finalist Prize winner must respond to any and all questions posed by Challenge Finals judging panel members and Sponsor Representatives in a truthful and respectful manner, to the best of

their knowledge and belief in both the initial and second/championship rounds, as applicable. ANY MISLEADING STATEMENT OR MISREPRESENTATION MADE BY FINALIST PRIZE WINNER IS A FORM OF CHEATING AS DISCUSSED BELOW.

Sponsor reserves the right --- but is in no way obligated to -- record the initial and/or second/championship rounds of the Challenge Finals 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 Challenge Finals without the prior written consent of Sponsor, the other Finalist Prize winner(s) and the individual members of the Challenge Finals judging panel (and, in all cases, such consent may be granted or withheld without liability of any kind.)

To remain eligible to participate in the Challenge Finals and perhaps win the Grand Prize, a Finalist Prize winner must:

- (a) at all times abide by the Challenge Finals regulations (and these Official Rules) in full;
- (b) follow the instructions of Sponsor Representatives at the Challenge Finals;
- (c) refrain from anti-social, belligerent, aggressive or abusive behavior toward Sponsor Representatives and the Challenge Finals judging panel (including insulting, taunting or otherwise antagonizing Tone Bell and/or Drew Afualo), other Finalist Prize Winners participating in the Challenge Finals, audience members (to the extent applicable) and any other persons;
- (d) not engage in any conduct which involves an attempt to cheat, defraud or deceive Sponsor Representatives and/or the Challenge Finals judging panel in any manner in conjunction with participation in the Challenge Finals including but not limited to the actual preparation of their cocktail or any making any misrepresentation, deceptive, misleading or false statement.

ANY SUCH ACTIONS WILL RESULT IN AUTOMATIC DISQUALIFICATION FROM THE CHALLENGE FINALS (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 REFUND TO SPONSOR THE APPROXIMATE RETAIL 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) – \$10,000 to be awarded as a check as well as the title of “Ultimate Badtender.”



In addition, ShakeStir LLC (i.e., Cocktail Courier) may create a cocktail based on Grand Prize winner's cocktail recipe for inclusion in Cocktail Courier cocktail kits. The decision whether (or not) to do so lies entirely with ShakeStir LLC with Sponsor having no influence as to same and no liability or obligation with regard to such decision under any legal theory. Should ShakeStir LLC choose to proceed with such use of Grand Prize winner's cocktail recipe, as between Grand Prize winner and ShakeStir LLC, ShakeStir LLC will have complete creative control over such use, without review, approval or any compensation to winner. Without limitation, ShakeStir LLC reserves the right to (a) modify or amend the Grand Prize winner's cocktail recipe; (b) select other elements of the cocktail kit with the cocktail based on Grand Prize winner's cocktail recipe; (c) determine the specific markets in which the cocktail kit with the cocktail based on Grand Prize winner's cocktail recipe will be offered for sale; (d) determine the price for the cocktail kit with the cocktail based on Grand Prize winner's cocktail recipe; (e) determine the duration and/or other parameters under which the cocktail kit with the cocktail based on Grand Prize winner's cocktail recipe is offered for sale; and/or (e) determine the manner in which the cocktail based on the Grand Prize winner's cocktail recipe is attributed to Grand Prize winner, if at all. Grand Prize winner further understands and agrees that he/she may be required to complete, sign and return an agreement with ShakeStir LLC relative to any such use of Grand Prize winner's cocktail recipe.

#### **7. 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 (including the opportunity to participate in the Challenge Finals and to possibly win the Grand 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 Challenge Finals including his/her agreement to the Challenge Finals regulations and conditions regarding acceptance and use of the Grand Prize (if he/she wins the Challenge Finals and is the Grand Prize Winner).

Finalist Prize winner's guest must complete, sign and return a Liability Release and a Publicity Release (where legal), prior to Finalist Prize trip. Should guest fail to do so (or if guest *does* comply with this requirement but for any reason does not accompany winner on Finalist Prize trip, the Finalist 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.

Finalist Prize winner and his/her guest each agree that an electronic signature/affirmation or facsimile version of Affidavit/Release (for winner) or Release (for guest) 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 award of Finalist Prize (for Winner) or accompanying Winner on Finalist Prize trip (for guest) upon return of the actual, hand-signed document.

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 or notice of any kind. Such use may include but is not limited to any recordation of Finalist Prize winner's participation in the Challenge Finals, as per Rule 5 above (if applicable) as well as participation in media interviews and like publicity activities in conjunction with the Challenge Finals (again, if applicable) and, in the case of the Grand Prize Winner, Sponsor bestowing upon him/her the title of "Ultimate Badtender." Nothing herein in any way obligates Sponsor to exploit any of the foregoing publicity rights and, by refraining from doing so, Sponsor will not incur any liability under any legal theory.

**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. Finalist Prize Winner must furnish valid proof of age (for example, a driver's license, birth certificate or passport). An Affidavit/Release must be provided before Finalist Prize (and, if applicable, Grand Prize) can be received.

**8. 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, photo/video of cocktail and any accompanying content) submitted by entrant via Instagram or Twitter post, the cocktail as prepared by Finalist Prize Winner in the initial round of the Challenge Finals [if applicable] and any responses by Finalist Prize Winner to interview questions during the second/championship round of the Challenge Finals [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 the Challenge Finals, if 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(s). Submission of a Cocktail Recipe and Accompanying Material as an entry for the Contest (including participation of Finalist Prize Winner in the Challenge Finals, if 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 @CaptainMorganUSA, @CaptainMorganUS, www.captainmorgan.com, on Sponsor's other website(s), on Sponsor's social media pages on other social media platforms and/or on Sponsor's other pages on the Instagram or Twitter social media platforms, all 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 Challenge Finals, the preceding excludes

compensation in the form of the Finalist Prize and Grand Prize, if applicable). 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 third party 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 **[DO NOT CONSUME CAPTAIN MORGAN ORIGINAL SPICED RUM OR THE COCKTAIL ITSELF IN THE PHOTO/VIDEO]** (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, (e) include a reference to any person that appears to be under 21 years of age or (f) is not relevant to the Contest theme of entrant's best cocktail notwithstanding his/her lack of knowledge of mixology or formal training/experience as a bartender. Obscene, provocative or otherwise objectionable content or those which reflect poorly on Captain Morgan Original Spiced Rum 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.

**9. Eligibility:**

This Contest is open only to legal residents of the (50) United States and the District of Columbia, who are 25 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 Americas, Inc., ShakeStir LLC, their respective affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. In addition, employees and members of their families or households of the management and representation of Tone Bell and Drew Afualo (as well as of Tone Bell and Drew Afualo personally) are not eligible for participation. All federal, state and local laws apply.

**10. 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 judging panel and Challenge Final judging panel, as applicable. No substitution of prize or cash equivalent except at Sponsor's sole discretion (the preceding excludes the Grand Prize). Prize(s) is/are 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 Finalist Prize winners and their guests. To the extent necessary and permitted by law, Finalist Prize winners and their guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify Finalist Prize winner and their guest 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, the management and representation of Tone Bell and Drew Afualo (and, Tone Bell and Drew Afualo personally), ShakeStir LLC, as well as Meta Platforms, Inc. and Twitter, 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 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) including but not limited to any damages, liability, illness or injury related directly or indirectly in whole or in part to COVID-19/Coronavirus. Sponsor makes no representation, warranty or guarantee of any kind (including the warranty of merchantability or fitness for intended purpose) regarding any prize(s) or prize

element(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, the management and representation of Tone Bell and Drew Afualo (and, Tone Bell and Drew Afualo personally), ShakeStir LLC, as well as Meta Platforms, Inc. and Twitter, 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 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; and any damages, liability, illness or injury related directly or indirectly in whole or in part to COVID-19/Coronavirus.

#### **11. 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 associated with the Instagram or Twitter account used to enter the Contest. 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.

- 12. Winners' List:** For names of prize winners, please send a self-addressed stamped envelope to DIA5094000W CAPTAIN MORGAN BADTENDER CONTEST WINNERS, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by June 5, 2023 and received by June 20, 2023.

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