

Revised Draft-SAS

CROWN ROYAL “LIVE GENEROUSLY NEW ENGLAND” CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE CHANCE OF WINNING. MUST BE A LEGAL U.S. RESIDENT OF MAINE, MASSACHUSETTS, NEW HAMPSHIRE, RHODE ISLAND OR VERMONT AND 21 YEARS OF AGE OR OLDER TO PARTICIPATE (EITHER AS NOMINATOR OR NOMINEE). VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. This contest begins at 12:01 a.m. Eastern Time (ET) on November 23, 2017 and ends at 11:59:59 p.m. ET on December 31, 2017.
2. **To participate:** “Follow” the official CROWN ROYAL Instagram page, @crownroyal (www.instagram.com/crownroyal) or the official CROWN ROYAL Twitter page, @CrownRoyal (twitter.com/crownroyal), if you do not already. (You must have Internet access, a valid e-mail account and be a registered member of Instagram or Twitter in order to participate in the Contest. Membership on Instagram or Twitter is free. However, a compatible mobile device is required to download the Instagram app and begin using the Instagram service.)

As a requirement to follow CROWN ROYAL on Instagram or Twitter, you must first verify that you are of legal age to consume alcohol beverages as per the functionality of Instagram or Twitter, as applicable.

Post a photo and/or caption as to how a given person (i.e., “nominee”) “Lives Generously,” showing a spirit of selflessness and commitment to others and/or their community in line with the values of Sponsor’s “Live Generously” advertising campaign in support of its CROWN ROYAL brand of whisky (“submission”). BE SURE TO “TAG” YOUR NOMINEE IN THE POST AS WELL AS INCLUDING THE HASHTAG #CROWNROYALCONTEST.† All entries/nominations must be received no later than 11:59:59 p.m. ET on December 21, 2017, subject to the entry deadline of 11:59:59 p.m. ET on November 21, 2017 for judging for Grand Prize No. 1, as discussed below.

If you choose to participate in the Contest by using Instagram or if you wish to participate by using Twitter on a compatible mobile device, wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to use a mobile device to enter the Contest. Wireless Internet access is not available in all areas.

No alterations or forged entries/nominations are permitted. You may only submit one (1)

entry/nomination. Should a given person submit multiple entries/nominations, all such entries/nominations will be deemed void and disqualified.

†USE OF THE HASHTAG SERVES TO DISCLOSE TO THE PUBLIC THAT, IN POSTING A PHOTO OR CAPTION, YOU ARE DOING SO IN CONJUNCTION WITH PARTICIPATING IN A CONTEST SPONSORED BY DIAGEO AMERICAS, INC. TO PROMOTE ITS CROWN ROYAL BRAND OF WHISKY; IF THE HASHTAG IS OMITTED, YOUR PHOTO/CAPTION WILL NOT RESULT IN ENTRY IN THE CONTEST AND WILL BE DISQUALIFIED.

Additional Restrictions on Nomination: An entry/nomination may only address why one (1) nominee “Lives Generously.” Nominee must be one (1) person, not a group/team of any kind. Self-nominations are not permitted. Nomination must (a) be the original work product of the nominator and have been prepared specifically for this Contest; and (b) to the best of nominator’s belief, be truthful and accurate. **IT IS THE NOMINATOR’S SOLE RESPONSIBILITY TO SECURE THE WRITTEN CONSENT OF NOMINEE PRIOR TO SUBMISSION OF ENTRY/NOMINATION, INCLUDING BUT NOT LIMITED TO SECURING THE CONSENT OF THE NOMINEE TO “TAG” HIM/HER IN THE NOMINATION.**

By submitting an entry/nomination, you agree that your entry/nomination conforms to these Official Rules and that Sponsor, in its sole discretion, may declare the entry/nomination void and disqualify the entry/nomination if it believes that the entry/nomination fails to conform, for any reason it deems appropriate in Sponsor’s sole discretion, to these Official Rules.

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 submit an entry/nomination on-line or the ability of the Sponsor to notify either nominee who is the subject of the selected winning entry/nomination. Sponsor assumes no responsibility for lost, late, damaged, inaccessible, blocked, jumbled, corrupted, misdirected, garbled/illegible, incomplete or incorrect entries/nominations or other Contest materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries/nominations become the property of the sponsor and will not be returned.

3. Prize. TWO (2) Grand Prizes will be awarded; in both cases, the Grand Prize will be awarded to the nominee (and NOT the nominator who submitted the entry/nomination addressing how the nominee “Lives Generously”). The Grand Prize is a prize package to an indicated New England Patriots regular season home game in Foxboro, Massachusetts as follows:

Grand Prize	Date of Patriots Game	Opponent	Date of Judging
#1	December 24, 2017	Buffalo	December 21, 2017
#2	December 31, 2017	New York (A)	December 28, 2017

Prize package consists of two (2) “lower bowl” tickets to the indicated New England Patriots home game, with pre-game field passes, as well as two (2) \$100 Patriots ProShop gift cards. **Alcohol beverages are not part of the prize.**

Actual seat location is of Sponsor's sole choosing. Tickets valid only for indicated New England Patriots home game. Tickets are subject to terms and conditions indicated thereon, including venue restrictions. Tickets are not intended for re-sale. Field passes are subject to additional restrictions of New England Patriots LLC, NPS LLC and/or stadium operations, including requirements as to on-field conduct of winner and guest. **Grand Prize does not include travel to and from Foxboro, Massachusetts to attend the designated New England Patriots game or parking at the stadium; this and all other unspecified expenses are the sole responsibility of winner.**

Total Approximate Retail Value of each Grand Prize: \$1300.00.

Total Approximate Retail Value of all Grand Prizes: \$2600.00.

Winner must be able to attend New England Patriots Game on indicated date; if winner is unavailable on such date for any reason, the prize will be forfeited in its entirety without compensation and an alternate winner may be selected in Sponsor's sole discretion, time permitting.

Patriots ProShop gift card is redeemable at certain retail locations inside stadium and/or <https://proshop.patriots.com>. Gift card is subject to terms and conditions of issuer as indicated thereon.

If winner chooses to accept prize without a guest, winner will receive prize in appropriate increments for one (1) person (i.e., one (1) ticket/field pass to the indicated New England Patriots game and one (1) Patriots ProShop gift card) and winner will not receive any additional prize or compensation in conjunction therewith.

In attending indicated New England Patriots game, winner and guest must conduct themselves at all times in a socially responsible, respectful and appropriate manner; and, should winner and/or guest (as applicable) fail to do so, prize may be immediately terminated with ejection from stadium and the Sponsor may pursue other legal sanctions against the winner and/or guest. The preceding includes but is not limited to use of the field pass aspect of the prize package.

3. Winner Determination:

To determine winners, a judging panel comprised of representatives of Sponsor and NPS LLC will evaluate eligible entries/nominations based on originality, relevance to CROWN ROYAL product and specifically "Live Generously" advertising campaign (i.e., the degree to which nominee shows a spirit of selflessness and commitment to others and/or their community), as well as appeal, clarity and appropriateness for use in publicity and advertising. The decisions of the judging panel will be final in all matters relating to this contest. In evaluating entries/nominations, the judging panel reserves the right (but is in no way required to) supplement their review of the nomination with a live interview with the nominee, to be conducted via phone or otherwise at a mutually convenient time.

Judging will be conducted in two (2) phases, the judging for award of Grand Prize #1 will

include all eligible entries/nominations received as of 11:59:59 p.m. ET on November 19, 2017. The judging for award of Grand Prize #2 will include all eligible entries/nominations received during the Contest Period; for the avoidance of doubt, non-winning eligible entries/nominations from the judging for award of Grand Prize #1 will be retained for the judging for Grand Prize #2.

On or after date of applicable date of judging, tagged winning nominee (also referred to herein as simply as “winner”) will be notified via direct message on Instagram (from @crownroyal) or Twitter (from @CrownRoyal), depending on how entry/nomination was submitted by entrant/nominator. In the interest of contacting potentially winning nominee, Sponsor reserves the right to also contact via direct message the nominator who submitted selected entry/nomination featuring the potentially winning nominee. To the extent applicable, nominator agrees, upon Sponsor’s request and without compensation of any kind, to use his/her best efforts to assist Sponsor in contacting potentially winning nominee. **PRIZE WILL BE FORFEITED WITHOUT COMPENSATION IF TAGGED WINNING NOMINEE’S INSTAGRAM OR TWITTER SETTINGS, AS APPLICABLE, DO NOT ALLOW FOR @crownroyal OR @CrownRoyal (AS APPROPRIATE) TO CONTACT HIM/HER VIA DIRECT MESSAGE (NOTWITHSTANDING ANY ASSISTANCE THAT MAY BE PROVIDED BY CORRESPONDING ENTRANT/NOMINATOR).**

Winning nominee will be required to sign an affidavit of eligibility, a liability release and a publicity release** (where lawful) within **one (1) day** of notification (or such shorter time as sponsor may designate) or prize will be forfeited and may be awarded to another winner at sponsor's sole discretion, time permitting. If winner cannot be located or does not respond to attempt to be notified **thirty-six (36) hours** as set forth above (or such shorter time as sponsor may designate as set forth on notification), prize will automatically be forfeited and an alternate winner may be selected at sponsor's sole discretion, again time permitting. **Sponsor shall use commercially reasonable efforts to contact potentially winning nominee; but, Sponsor (as well as New England Patriots LLC and NPS LLC) expressly disclaim any and all liability relative to notification of potentially winning nominees.**

Guest of winner must be 21 years of age or older and must sign and return a liability release and a publicity release** (where lawful), within **one (1) day** of notification (or such shorter time as sponsor may designate) of potentially winning nominee. If guest does not timely return signed liability release and a publicity release (where lawful), Sponsor may allow winner to choose a replacement guest (again, who is 21 years of age or older) who must sign and return the liability release and a publicity release (where lawful) within **one (1) day** of notification (or such shorter time as sponsor may designate) of potentially winning nominee. But, if Sponsor determines in its sole discretion that sufficient time does not remain prior to the corresponding New England Patriots game, winning nominee must accept the Grand Prize without a guest and without compensation of any kind. (For the avoidance of doubt, the guest of winner need not be the person who submitted the entry/nomination of the winning nominee.)

** Winning nominee and guest each understand and agree that an electronic signature or facsimile signature on such documents will have the same legally binding effect as if the

documents were signed by hand. Notwithstanding the foregoing, should Sponsor have reason to doubt the authenticity of any electronic/facsimile signature, Sponsor may condition prize award upon winner (and/or guest) returning a version of the applicable document bearing his/her actual, physical signature.

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.

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

4. Entries/Nominations: All materials, documents, information and data submitted to the Sponsor in connection with this Contest, including the Contest entry/nomination and submission (collectively "Contest entry/nomination") are the property of Sponsor, will not be returned and may not be acknowledged. By entering the Contest, nominators represent and warrant (and agree to confirm in writing upon Sponsor's request and without compensation) that their Contest entry/nomination 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 Contest entry/nomination, nominator further represents and warrants (and agrees to confirm in writing upon Sponsor's request and without compensation) that any person(s) referenced and/or depicted therein (including but not limited to the nominee him/herself) has given his or her express written consent to the reference/depiction and use as contemplated by these Official Rules and that nominator has obtained written permission for such use from any such person. Submission of an entry/nomination grants Sponsor and its designees (including New England Patriots LLC and/or NPS LLC) the right to use, publish, adapt, edit and/or modify Contest entry/nomination in any way, in whole or in part, and to use such Contest entry/nomination, 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 Sponsor's website, Sponsor's social media pages, the websites and/or social media pages of New England Patriots LLC and/or NPS LLC, all without limitation or compensation to the nominator and without right of notice, review or approval of any such use of the Contest entry/nomination. Submission of a Contest entry/nomination further constitutes the nominator's consent to irrevocably assign and transfer to the Sponsor and its designees (including New England Patriots LLC and/or NPS LLC) any and all rights, title and interest in and to the Contest entry/nomination, including but not limited to all intellectual property rights and proprietary rights worldwide and to sign any and all documents that Sponsor may require so as to perfect, record or effect such assignment/transfer, all without compensation of any kind. Any content, material or information included in Contest entry/nomination shall not be confidential, proprietary or trade secret. By submitting a Contest entry/nomination, nominator consents to Sponsor's and/or its designees' (including New England Patriots LLC and/or NPS LLC) use, reproduction and disclosure of the Contest entry/nomination, and ideas, concepts or other materials contained therein, for any purpose, including any commercial purpose. Any Contest entry/nomination that contains third party artistic works, copyrights, trademarks,

trade names, logos or similar brand identifying marks, trade secrets or other proprietary rights will not constitute a valid Contest entry/nomination.

The submission must have been created solely by the entrant/nominator specifically for this Contest. By submitting an entry/nomination, nominator represents and warrants that (and agrees to confirm in writing upon Sponsor's request and without compensation): (i) his/her submission is his/her sole and original creation and has not been copied in whole or in part from any other work; (ii) the entry/nomination does not violate or infringe any copyright, trademark, trade name, trade secret or other proprietary right of any person or entity (including but not limited to the nominee); and (iii) the person(s) referenced and/or depicted in the submission (including but not limited to the nominee) has given his or her express written consent to its submission into the contest and use as contemplated by these Official Rules and by entering any submission that contains the name, image, voice, signature, statements, likeness of (or other reference to) any person, nominator hereby represents and warrants that he/she has obtained such written permission. Any submission that contains third party artistic works, copyrights, trademarks, trade names, logos, similar brand identifying marks, trade secrets or other proprietary rights will not constitute a valid Contest entry. Submission of a Contest entry/nomination grants Sponsor and its designees its designees (including New England Patriots LLC and/or NPS LLC) the right to use, publish, adapt, edit and/or modify entry/nomination in any way, in whole or in part, and to use such entry/nomination in commerce and in any and all media now known or hereafter discovered, worldwide, including but not limited to Sponsor's website, Sponsor's social media pages, the websites and/or social media pages of New England Patriots LLC and/or NPS LLC without limitation or compensation to the nominator and without right of notice, review or approval of any such use of the entry/nomination.

No submission shall (a) reference and/or depict persons consuming alcoholic beverages (b) depict or reference persons conducting themselves in an inappropriate manner (c) contain material that would state, show or imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination, (d) contain any material that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status, or (e) include a depiction of or any reference to any person who is under 21 years of age. Obscene, provocative, lewd or otherwise objectionable content or content which reflects poorly on the CROWN ROYAL brand of Canadian whisky or the New England Patriots professional football team will not be considered and the determination of the appropriateness of any submission is at the sole discretion of the Sponsor and/or Judges.

5. Eligibility: This Contest is open only to legal U.S. residents of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, who are 21 years of age or older at the time of entry/nomination. Void elsewhere and where prohibited or restricted by law. Employees of the following entities and members of their families or households are not eligible for participation under any circumstances: Diageo Americas, Inc., New England Patriots LLC, NPS LLC, the NFL Entities (as defined below), and (as applicable) their respective affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

6. General Conditions:

Participation in the Contest (as either a nominator or nominee) constitutes an individual's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No substitution of prize or cash equivalent except at Sponsor's sole discretion. Cash equivalent may be less than the approximate retail value of prize. (The preceding expressly excludes the gift card component of the Grand Prize, to the extent which applicable law allows for the holder to redeem same for cash.) Prize is non-transferable except at the sole discretion of the Sponsor. Limit of one (1) prize per nominee (regardless of the number of times he/she may have been nominated by different entrants/nominators.) All federal, state and local taxes on prize are winner's sole responsibility. By accepting the 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 prize winners and their guests. To the extent necessary and permitted by law, prize winners and their guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winners and/or their guests from any prize element, based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

Persons participating in the Contest either as nominator or nominee hereby agree to indemnify and hold Sponsor, New England Patriots LLC, NPS LLC, the NFL Entities, Twitter, Instagram and Facebook 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.

The value of the prize won under the contest may be taxable as income to the winning nominee. Winner is solely responsible for any and all taxes and/or fees associated with the prize. Winner will be issued an IRS Form W-9 with the Affidavit of Eligibility and Release and a subsequent IRS Form 1099. Upon receipt of a prize, the winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

In consideration of his/her receipt of any prize, prize winner for himself or herself and his or her guests, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties, as well as New England Patriots LLC, NPS LLC, the NFL Entities, Twitter, Instagram and Facebook, 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; the Contest entry/nomination including nominee; 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 the promotion at any time without notice or further obligation.

7. **Electronic Entries/Nominations:** In the event of a dispute, on-line entries/nominations (including entries/nominations made via 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 submit the entry/nomination. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, on-line 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, incomplete entries/nominations, or for on-line entries/nominations (including entries/nominations made via mobile website) 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 on-line entries/nominations. The preceding expressly includes entries/nominations which are not received due to filtering by or other operation of the functionality of Instagram and/or Twitter. Sponsor is not responsible for incorrect or inaccurate entry/nomination information, whether caused by website or mobile website visitors or by any human or technological error that may occur in the processing of on-line entries/nominations 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/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.

8. **Winners' List:** For winners' list, please send a self-addressed stamped envelope to Diageo Americas, Inc., 530 5th Avenue, 4th Floor, Attn: Crown Royal Marketing, Dept. MR, New York, NY 10036. All requests for the winners' list must be postmarked by January 22, 2018 and received by February 5, 2018.

Sponsor: Diageo Americas, Inc., Norwalk, CT

The Crown Royal Company, Norwalk, CT.

Please Drink Responsibly

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

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, officers, directors, agents, representatives and employees (collectively, "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this contest or the awarding of prizes. The NFL Entities have not offered or sponsored this contest in any way. Team names/logos/indicia are trademarks of the teams indicated. All other NFL-related trademarks are trademarks of the National Football League. NFL Players is a trademark of National Football League Players Incorporated.