

GUINNESS BLACK FRIDAY CONTEST OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THIS CONTEST. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY (EXCLUDING QUEBEC) AND IS GOVERNED BY CANADIAN LAW. MUST BE LEGAL DRINKING AGE IN YOUR PROVINCE OR TERRITORY OF RESIDENCE TO PARTICIPATE.

ELIGIBILITY: The Guinness Black Friday Contest (the “Contest”) is open to legal residents of Canada (excluding Quebec) who have reached the legal drinking age in their province/territory of residence at the time of entry. You are not eligible to enter if you are an officer, director, employee, agent, or representative of, or a member of the immediate family (defined as parent, sibling, children and/or spouse and regardless of where they live) of, or domiciled with (whether related or not) any such officer, director, employee, agent or representative of Diageo Canada Inc. (the “Sponsor”), or its advertising or promotional agencies, any independent contest judging organization, each of their respective parent, affiliated and related companies, any suppliers of materials and services related to this Contest, or any of the liquor agencies, boards, commissions, branches, retailers, alcohol beverage distributors/wholesalers and liquor licensees (the “Liquor Authorities”). The Sponsor, its advertising and promotional agencies, any independent contest judging organization, the Liquor Authorities, the parent, subsidiary, affiliate and related entities of each of the foregoing and all of their respective officers, directors, owners, employees, agents, representatives, successors and assigns shall be referred to herein as the “Contest Entities”. The provincial liquor authorities are not connected with this Contest in any manner whatsoever and are not liable in any way whatsoever in any regard to any matter which is related to this Contest.

CONTEST PERIOD: This Contest commences on October 1, 2020 at 12:00PM EST and ends on December 10, 2020 at 12:00PM EST (the “Contest Period”). To be eligible, Entries (defined below) must be received by Sponsor during the Contest Period. Proof of Entry submission does not constitute proof of receipt by Sponsor.

HOW TO ENTER: No purchase or payment necessary to enter or win. Purchase will not improve an entrant’s chance of winning. Internet access and valid email account required. Online entry through the Contest Website (as defined below) only; no other means of submission will be accepted.

To enter the Contest, visit www.guinnessblackfriday.ca (the “Contest Website”) and follow the instructions to enter the Contest by completing the entry form (the “Entry Form”), including, your name, email address, age, and verification that you live in Canada (excluding Quebec). You will also be required to confirm that you have read, understood and agree to abide by these Official Rules and agree to receive

communication about this contest via email. Once completed, click “submit” and you will receive one (1) entry into the Contest (each an “Entry” or collectively, “Entries”) provided you are eligible to enter the Contest. All fields on the Entry Form must be completed unless indicated as optional. Limit of one (1) Entry per person and per email address during the Contest Period. Each Entry must be submitted by the entrant him or herself. The Sponsor’s clock is the official time-keeping device to determine date and time of Entry.

If it is discovered that any person has attempted to: (i) obtain more than the permitted number of Entries as provided for in these Official Rules; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address to enter the Contest; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest and all of his/her Entries voided. Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted during the Contest Period. Use (or attempted use) of multiple names, identities, email addresses and/or any automated, macro, script, robotic or other systems(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor.

PRIZE(S): There is one (1) grand prize (the “Grand Prize”) available to be won, consisting of a cheque for \$10,000.

The Grand Prize has a total retail value of \$10,000 CAD.

The Grand Prize must be accepted as awarded, is not transferable, and cannot be substituted. The Sponsor reserves the right, in its sole discretion, at any time to substitute a prize (or component thereof) for any reason so long as a prize (or component) of equal or greater monetary value is substituted. Sponsor makes no representations or warranties with respect to any prize. No alcohol is included in any part of the prize.

In connection with this Contest, the Sponsor (representing the Guinness brand in Canada) will also donate \$10,000 to a local Food Bank in the confirmed winner’s province/territory of residence. Donation does not form part of the prize. The confirmed winner will be asked to provide the Sponsor with a recommendation for a food bank in their province/territory of residence (recipient of the donation will be subject to final approval by Sponsor at its sole discretion).

DRAWING AND NOTIFICATION: One (1) entry will be selected in a random draw to be held on or around December 14, 2020 (the “Draw Date”) at approximately 12:00 p.m. EST from all eligible Entries received during the Contest Period. The odds of being selected as eligible to win the Grand Prize will depend upon the total number of eligible Entries received during the Contest Period.

Selected entrant will be notified by telephone and/or email within approximately forty-eight (48) hours of the Draw Date at the email address provided by the entrant at the time of Contest entry. Please check your email and spam filters. Communication will be entered into only with selected entrant. Before being declared a winner, the selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered by telephone at a mutually agreeable time. The selected entrant will also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the documents a written Declaration of Compliance and a Liability and Publicity Release (the "Declaration and Release"), which, among other things: (a) confirms compliance with these Official Rules; (b) acknowledges acceptance of the Grand Prize as awarded; (c) releases the Contest Entities from any liability in connection with this Contest or the receipt, possession, use or misuse of the Grand Prize or any part thereof; and (d) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

Inability to reach selected entrant or failure by any selected entrant to complete, sign and return the Declaration and Release, or any other required documentation, within ten (10) business days after notification is sent, or the return of winner notification as undeliverable, or failure to provide proof of eligibility (if requested), or other non-compliance with these Official Rules may result in forfeiture of the Grand Prize and selection of an alternate winner by random draw, who will be subject to disqualification in the same manner, until the Grand Prize has been awarded. If no qualified winner can be declared by December 15, 2020, the Grand Prize may be forfeited in its entirety in the sole discretion of the Sponsor. Failure of the selected entrant to correctly answer the skill-testing question will result in disqualification, forfeiture of the Grand Prize, and Sponsor may in its sole and absolute discretion, randomly select an alternative Entry from among all remaining eligible Entries, who will be subject to disqualification in the same manner.

PERSONAL INFORMATION: Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and Grand Prize fulfillment. By entering this Contest, you consent to such collection, use and disclosure of your personal information. By entering this Contest, you consent to the collection, use, disclosure and management of your personal information for these purposes and as otherwise described in Sponsor's privacy policy located at:
<http://www.diageo.com/en-row/Pages/privacypolicy.aspx>

By accepting a Prize, the winner consents to the use of his/her name, address (city and province), picture, biographical information, voice, statements relating to this Contest, and photographs or other likenesses, without further compensation or authorization, in any advertising and publicity in any form or media, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, carried out by the Sponsor or any related entities thereto in connection with this Contest.

LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT CONTEST ENTITIES HAVE NO LIABILITY WHATSOEVER, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST OR ANY CONTEST-RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY OR C) AWARDED, RECEIPT, POSSESSION, USE OR MISUSE OF ANY PRIZE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Contest Entities shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from any independent contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

GENERAL CONDITIONS: By entering, participants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters pertaining to this Contest. Each winner will be required to follow all directions and instructions of the Sponsor or their receipt of their Prize may be forfeited.

This Contest is subject to all applicable federal, provincial and municipal laws and is void where prohibited. All Entries become the property of Sponsor and none will be returned or acknowledged. All Entries are subject to verification at any time. Automated Entries (including but not limited to Mass Entries, Entries submitted using any bot, script, macro or Contest service), copies, third-party Entries, facsimiles and/or mechanical reproductions are not permitted and will be disqualified. The Sponsor is not responsible for late, lost, incomplete or illegible Entries. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of this Contest or the Contest Website; to be in violation of the terms of service of the Contest Website; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate and receive a Prize, if applicable, in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification and forfeiture of a Prize, if applicable. In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. Sponsor reserves the right to terminate or amend this Contest, or these Official Rules, in whole or in part, at any time, without prior notice if any factor interferes with its proper conduct as contemplated by these Official Rules, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Contest Website, and/or point of sale, television, print or online advertising; the terms and conditions

of these Official Rules shall prevail, govern and control. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her Prize, or the cash value thereof.