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Aperol Contest for Coachella Tickets – US Official Rules

Aperol Sweepstakes for Coachella Tickets

Official Rules

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH X (TWITTER), PINTEREST, META (FACEBOOK), OR INSTAGRAM.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Aperol Sweepstakes for Coachella Tickets (“Sweepstakes”) is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia, and who are at least twenty-one (21) years of age or older as of time/date of entry. Employees, officers and directors of Campari America, LLC (“Sponsor”), Berlin Cameron, M Booth, TPN, SWELL, Small Agency, Wunderman Thompson, MindShare, Soho Experiential, AEG, Goldenvoice, LLC, AEG Presents LLC, Anschutz Entertainment Group Inc., CVM&AF, LLC, Empire Polo Club, Inc. Empire Polo Club, Inc., Empire II, LLC, HCL Slauson Overhill LLC, Madison Polo, LLC, Empire 50 North, LLC, 50 Horses, LLC, Empire Hjorth LLC, EPC Landscaping, LLC, and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors, Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, sweepstakes, contest, fulfillment and marketing agencies (collectively, the “Sweepstakes Parties”), suppliers, distributors, wholesalers, or retailers of alcohol-beverage products, their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren, and those living in the same household shall mean

people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void where prohibited by law, rule or regulation. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

2. **TIMING:** The Sweepstakes begins on or about 12:00:00 p.m. (noon) Eastern Time (“ET”) on January 22, 2024, and all entries must be received by the Sponsor on or before 11:59:59 p.m. ET on March 15, 2024 (the “Sweepstakes Period”). The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes.
3. **HOW TO ENTER:** There are three (3) methods of completing an online registration form for a total of one (1) entry and one (1) method for obtaining additional entries via Sweepstakes share, as described below:

Complete Online Entry Form (see limit below):

- a) **On Sweepstakes Microsite:** During the Sweepstakes Period, visit <https://coachellacontest.aperol.com/us/> and follow the links and instructions to complete and submit an official entry form including your full name, valid email address date of birth, and any other related entry information, to be eligible for entry. Once you have done so, you will receive one (1) entry into the Sweepstakes, subject to the limit below.
- b) **Via Meta (Facebook) Advertising Invitation:** During the Sweepstakes Period, if you are eligible and are invited via an advertisement by Sponsor to enter the Sweepstakes via a registration form on Meta (Facebook), follow the call to action by clicking on the ad, clicking next, allowing the form to auto-populate with your information, clicking next, optionally checking a box to opt in for marketing, then seeing the confirmation of your entry. Once you have done so, you will receive one (1) entry into the Sweepstakes, subject to the limit below.
- c) **Via Instagram Advertising Invitation:** During the Sweepstakes Period, if you are eligible and are invited via an advertisement by Sponsor to enter the Sweepstakes via a registration form on Instagram, follow the call to action by clicking on the ad, clicking next, allowing the form to auto-populate with your information, clicking next, optionally checking a box to opt in for marketing, then seeing the confirmation of your entry. Once you have done so, you will receive one (1) entry into the Sweepstakes, subject to the limit below.

If You Entered Via the Sweepstakes Microsite - Sweepstakes Share Method of Obtaining Additional Entries: After entering via the Sweepstakes Microsite, you may obtain additional Sweepstakes entries by using the share functionality provided to post a prepopulated message promoting the Sweepstakes on your X (Twitter) or Pinterest Account to invite a friend (who also must be eligible per Section 1, above) to enter the Sweepstakes. For each share message sent using the share functionality provided by Sponsor where the individual who receives the message enters the Sweepstakes using the link provided, you will receive one (1) additional entry into the Sweepstakes, up to a maximum of ten (10) additional entries (up to five (5) each via X (Twitter) and via Pinterest share). Do not invite anyone under the age of 21 and/or anyone not eligible for this Sweepstakes.

Limit of one (1) entry per person for completing an online entry form during the Sweepstakes Period (regardless of method or combination of methods of entry) (and up to ten (10) additional entries, as described above). Subsequent attempts made by the same individual to submit more than the stated number of entries by using multiple or false contact information, accounts, or otherwise may result in the entrant being disqualified. Entries generated by a script, computer program, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry, provided that person is eligible. The potential winner may be required to show proof of being a registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

4. **SWEEPSTAKES DRAWING:** There will be one (1) winner selected in this Sweepstakes during the entire Sweepstakes Period, via a random drawing on or about March 18, 2024, from all eligible entries received in accordance with these Official Rules. The Sponsor and Administrator will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the potential winner. Decisions of the Sponsor and Administrator as to the selection of the potential winner will be final and binding.
5. **ODDS:** Odds of winning the Sweepstakes prize will depend on the total number of eligible entries received during the Sweepstakes Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winner will be notified using the email address provided during entry in a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for false, incorrect, changed, incomplete, or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email. As part of the winner notification process, the potential winner will be required to complete and submit a declaration of eligibility / release of liability / prize acceptance agreement (collectively, the "Declaration") within three (3) days as a condition of receiving the prize. If the potential winner fails or refuses to sign and return the Declaration within the required time or if the Declaration is returned as rejected, faulty, unclaimed, or returned as undeliverable to potential winner, potential prize winner will be disqualified, and an alternate may be selected, up to three (3) alternates, if time permits, after which the prize will remain un-awarded. P.O. Boxes are not permitted. The Sweepstakes Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

If the potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate potential winner may be selected from among all remaining eligible entries, up to three (3) alternates, if time permits, after which the prize will remain un-awarded.

Potential winner will be confirmed as the "Winner" only after verification of eligibility by Sponsor. No more than the stated prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prize set forth in these Official Rules, the winner of the advertised prize available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

7. **PRIZE/PRIZE RESTRICTIONS:** One (1) Grand Prize ("Grand Prize" or "Trip Prize"), will be awarded in this Sweepstakes.

One (1) Grand Prize: One (1) Trip Prize consisting of: round trip ground transportation between the winner's home and the departing airport; three (3) round trip economy/coach airline tickets for the winner and two (2) guests (must be 21+) via a Sponsor-selected air carrier(s) from a major commercial airport selected by Sponsor in its sole and absolute discretion; a four (4)-night hotel stay (Sponsor's choice of one (1) or two (2) standard rooms, 4/18/24 – 4/22/24) in a city near the event; three (3) VIP tickets to the Coachella Valley Music & Arts Festival 2024 for the second weekend (scheduled for April 19 – 21, 2024) (the "Festival"); round trip ground transportation between airport and hotel at Festival destination; three (3) shuttle passes that may be used for ground transportation between hotel and Festival; \$450 in gift cards for winner that may be used for spending money; and a gift in the room for winner only, all details determined by Sponsor in its sole discretion. Winner will also receive a check for \$5,000 that may be used toward taxes.

Total Approximate Retail Value ("ARV") of this Grand Prize is: \$21,007. **The actual retail value of Trip Prize may vary depending on point of departure, travel dates and fare/rate fluctuations.** If the actual value of the prize is less than the stated ARV, the difference will not be awarded. All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions may apply. The winner of the Trip Prize must travel as and when designated by Sponsor (and surrounding the Festival dates) or the Trip Prize may be forfeited, and an alternate, randomly-selected winner will be chosen, if time permits.

The total ARV of the prizes in this Sweepstakes is \$21,007.

Winner and guests must travel together and on the same itinerary. Winner and guests must provide proper documentation (including government-issued picture identification) and must possess all required travel documents, including visas and valid passports, if and as applicable. All aspects of the travel portions of the Trip Prize must be conducted on the dates as determined by Sponsor in its sole and absolute discretion and surrounding the Festival dates. The dates of departure and return are subject to change at the Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid

for upgrades and/or frequent flyer miles. Travel must be booked at least two (2) weeks prior to travel and all travel must be completed on the dates surrounding the Festival or prize will be forfeited. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in its sole and absolute discretion. Trip Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round-trip air transportation element for the Trip Prize begins and ends at the point of departure. The Trip Prize is subject to seat and hotel availability, as well as Sponsor's terms and conditions generally applicable thereto. If, in the judgment of Sponsor, air travel is not required due to winner's proximity to Trip Prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the Trip Prize winner.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Trip Prize-related services or accommodations. The Sponsor is not liable for any missed prize events, opportunities, or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided to the Trip Prize winner at the time of Trip Prize notification. Trip Prize winner and guests are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winner may be required to provide a credit card at the time of hotel check-in. Guests must be at least 21 years of age as of the date of booking travel. Guests must execute liability/publicity releases prior to issuance of travel documents. Once a guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the Trip Prize winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Trip Prize winner's destination, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities, and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Trip Prize winner.

If, for whatever reason, the event associated with the prize is cancelled after the prize is awarded, Sponsor's liability for the prize is limited only to the non-event portions of the prize. No compensation will be paid in lieu of the cancelled event. The tickets to the event are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the event. Seat locations (if applicable) will be determined by the Sponsor in its sole discretion. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing. In the event winner (and/or his or her guest(s)) engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor reserves the right to terminate the applicable experience early. Decisions regarding the conduct of the winner and guests in all aspects of their participation in the prize event/activity will be in the sole discretion of Sponsor, and any of Sponsor's representatives and final and binding in all respects. Winner and/or guest(s) may be removed or disqualified from participating in any aspect of the prize for any reason at any time, including, without limitation, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, creating the potential for injury or property damages, or for any unhealthy, unsafe, unlawful, or inappropriate act. If winner or any

guest, in the opinion of Sponsor or any of Sponsor's representatives, is considered a physical or mental threat to the well-being of any other individual, he/she may be removed from any premises relating to the prize and winner consents to such removal.

FOR CONCERTS AND OTHER TICKETED EVENTS: Any other expenses or items not specifically listed, including but not limited to, transportation, accommodations, meals, parking and souvenirs, are the responsibility of winner and/or winner's guests. All guests must be twenty-one (21) years or older. If the ticketed event or any portion thereof is postponed, rained out, canceled, or for other reasons beyond Sponsor's and Festival organizers' control does not occur, the Sponsor and Festival organizers will not be responsible for replacing the ticketed portion of prize. Tickets are subject to certain terms and conditions specified thereon, and seat locations (if any) are as solely determined by Sponsor and Festival organizers. Lost or stolen tickets or passes will not be replaced. The Sponsor and Festival organizers shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the venue operator, prize provider or any other persons providing any prize-related services. If travel delays, cancellations or difficulty prevent arrival in time for the event, the Sponsor and Festival organizers (or other Released Parties) are not responsible for awarding any compensation in lieu thereof. Tickets must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Winner agrees to accept all space availability requirements established by the venue. Winner and guests must comply with all applicable laws, and any rules and regulations established by the venue. Sponsor, Festival organizers, and the applicable venue representatives reserve the right to remove or to deny entry to winner (and guests) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event or in any other objectionable behavior. Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility.

FOR PRIZE-RELATED EVENTS: COVID-19 Release and Waiver: Winner understands and agrees that attending an event, in connection with the prize, will be dangerous due to the Coronavirus (COVID-19) epidemic/pandemic and assumes any and all risks of illness, injury or loss due to such attendance. Winner acknowledges that, notwithstanding the safety precautions taken by the venue, and other providers of services related to the prize, it is possible that he/she may still contract Coronavirus (COVID-19). Additionally, winner understands and agrees that, in response to economic and/or social conditions engendered by the Coronavirus (COVID-19), Sponsor or Festival organizers may be compelled to modify, postpone or cancel the event. In all cases, winner releases and agrees to hold harmless Sponsor, Festival organizers (as well as the other Released Parties) from any and all liability in conjunction therewith and, in no event, shall Sponsor, Festival organizer (as well as the other Released Parties), have any liability in excess of the above-indicated ARV of the prize. The prize winner and guests must conduct themselves at all times in a socially responsible, respectful and appropriate manner including following all private guidance from venue operator and other prize suppliers as well as governmental mandates intended and designed to prevent contracting and/or spreading COVID-19/Coronavirus; which may include but are not limited to maintaining social distancing, mask-wearing, testing and may also include quarantine (if mandated).

Prize is non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide winner with the prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied

(including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize received, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor and the value of the prize awarded will be reported for tax purposes as required by law. The winner will be required to provide Sponsor with a valid social security number before the prize will be awarded, for tax reporting purposes. An IRS Form 1099 will be issued in the name of winner, for the actual value of the prize received. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize will be awarded. The Sweepstakes Parties are not responsible for and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Winner will be contacted regarding prize fulfillment within three (3) to five (5) days after winner is confirmed after the end of the Sweepstakes.

8. **GENERAL:** Subject to applicable law, winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, image, photo, voice, likeness and/or place of residence (“winner’s Likeness”) for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize to the winner. All copyright, trademark, or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winner’s Likeness under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes Parties, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the

Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

9. **CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU, OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person.

10. **WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prize, or in any other Sweepstakes-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical

failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prize from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.

11. **RELEASES:** All entrants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties, X (Twitter), Pinterest, Meta (Facebook), Instagram, Festival organizers, and each of their respective directors, officers, employees, agents, successors, assigns, and (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property (including death) which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel or activity associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

12. **GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. **DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in New York, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in New York. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in New York. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
14. **ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations, and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.aperol.com/en-us/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
15. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application

and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

16. **WINNER LIST:** To receive the name of the prize winner, send a #10 self-addressed, stamped envelope for receipt by May 18, 2024, to: Aperol Sweepstakes for Coachella Tickets - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.

17. **SPONSOR:** Campari America, LLC, 1114 Avenue of the Americas, New York, NY 10036. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or Sweepstakes.

18. **ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.

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Aperol Contest for Coachella Tickets – Canada Official Rules

Aperol Sweepstakes for Coachella Tickets

Official Rules

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH X (TWITTER) OR PINTEREST.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Aperol Sweepstakes for Coachella Tickets (“Contest”) is open only to individuals who are legal residents and physically located in Canada, and who are at least twenty-one (21) years of age or older as of time/date of entry. Employees, officers and directors of Campari America, LLC (“Sponsor”), Berlin Cameron, M Booth, TPN, SWELL, Small Agency, Wunderman Thompson, MindShare, Soho Experiential, AEG, Goldenvoice, LLC, AEG Presents LLC, Anschutz Entertainment Group Inc., CVM&AF, LLC, Empire Polo Club, Inc. Empire Polo Club, Inc., Empire II, LLC, HCL Slauson Overhill LLC, Madison Polo, LLC, Empire 50 North, LLC, 50 Horses, LLC, Empire Hjorth LLC, EPC Landscaping, LLC, and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors, Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, sweepstakes, contest, fulfillment and marketing agencies (collectively, the “Contest Parties”), suppliers, distributors, wholesalers, or retailers of alcohol-beverage products, their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All provincial, territorial, municipal and local laws and regulations apply. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and

binding in all respects. The Contest is a game of chance where winner is selected randomly. The potential winner will have to correctly answer a time-limited, skill-testing question before receiving the prize.

2. **TIMING:** The Contest begins on or about 12:00:00 p.m. (noon) Eastern Time (“ET”) on January 22, 2024, and all entries must be received by the Sponsor on or before 11:59:59 p.m. ET on March 15, 2024 (the “Contest Period”). The designated computer clock of the Administrator is the official time-keeping device in the Contest.

3. HOW TO ENTER:

Complete Online Entry Form: During the Contest Period, visit <https://coachellacontest.aperol.com/us/> and follow the links and instructions to complete and submit an official entry form including your full name, valid email address date of birth, and any other related entry information, to be eligible for entry. Once you have done so, you will receive one (1) entry into the Contest, subject to the limit below.

Contest Share Method of Obtaining Additional Entries: After entering, you may obtain additional Contest entries by using the share functionality provided to post a prepopulated message promoting the Contest on your X (Twitter) or Pinterest Account to invite a friend (who also must be eligible per Section 1, above) to enter the Contest. For each share message sent using the share functionality provided by Sponsor where the individual who receives the message enters the Contest using the link provided, you will receive one (1) additional entry into the Contest, up to a maximum of ten (10) additional entries (up to five (5) each via X (Twitter) and via Pinterest share). Do not invite anyone under the age of 21 and/or anyone not eligible for this Contest.

Limit of one (1) entry per person for completing the entry form during the Contest Period (and up to ten (10) additional entries, as described above). Subsequent attempts made by the same individual to submit more than the stated number of entries by using multiple or false contact information, accounts, or otherwise may result in the entrant being disqualified. Entries generated by a script, computer program, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry, provided that person is eligible. The potential winner may be required to show proof of being a registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

4. **CONTEST DRAWING:** There will be one (1) winner selected in this Contest during the entire Contest Period, via a random drawing on or about March 18, 2024, from all eligible entries received in accordance with these Official Rules. The Sponsor and Administrator will have

complete discretion over interpretation of the Official Rules, of administration of the Contest, and of selection of the potential winner. Decisions of the Sponsor and Administrator as to the selection of the potential winner will be final and binding.

The drawing will be conducted by Realtime Media LLC (at their offices in West Conshohocken, PA, 19428, USA), an independent judging organization whose decisions are final on all matters relating to the Contest. Odds of winning are dependent upon the total number of eligible entries received during the Contest Period.

5. **ODDS:** Odds of winning the Contest prize will depend on the total number of eligible entries received during the Contest Period.

6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winner will be notified using the email address provided during entry in a commercially reasonable time after the drawing. The Contest Parties are not responsible for false, incorrect, changed, incomplete, or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email. As part of the winner notification process, the potential winner will be required to correctly answer unaided, a time-limited mathematical skill-testing question to be administered by email and also to complete and submit a declaration of eligibility / release of liability / prize acceptance agreement (collectively, the "Declaration") within three (3) days as a condition of receiving the prize. If the potential winner fails to correctly answer the skill-testing question or fails or refuses to sign and return the Declaration within the required time or if the Declaration is returned as rejected, faulty, unclaimed, or returned as undeliverable to potential winner, potential prize winner will be disqualified, and an alternate may be selected, up to three (3) alternates, if time permits, after which the prize will remain un-awarded. P.O. Boxes are not permitted. The Contest Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

If the potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate potential winner may be selected from among all remaining eligible entries, up to three (3) alternates, if time permits, after which the prize will remain un-awarded.

Potential winner will be confirmed as the "Winner" only after verification of eligibility by Sponsor. No more than the stated prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prize set forth in these Official Rules, the winner of the advertised prize available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Contest Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

7. **PRIZE/PRIZE RESTRICTIONS:** One (1) Grand Prize (“Grand Prize” or “Trip Prize”), will be awarded in this Contest.

One (1) Grand Prize: One (1) Trip Prize consisting of: round trip ground transportation between the winner’s home and the departing airport; three (3) round trip economy/coach airline tickets for the winner and two (2) guests (must be 21+) via a Sponsor-selected air carrier(s) from a major commercial airport to a city near the event selected by Sponsor in its sole and absolute discretion; a four (4)-night hotel stay (Sponsor’s choice of one (1) or two (2) standard rooms, 4/18/24 – 4/22/24) in a city near the event; three (3) VIP tickets to the Coachella Valley Music & Arts Festival 2024 for the second weekend (scheduled for April 19 – 21, 2024) (the “Festival”); round trip ground transportation between airport and hotel at Festival destination; three (3) shuttle passes that may be used for ground transportation between hotel and Festival; \$450 (USD) in gift cards for winner that may be used for spending money; and a gift in the room for winner only, all details determined by Sponsor in its sole discretion.

Total Approximate Retail Value (“ARV”) of this Grand Prize is: \$21,500 CAD. **The actual retail value of Trip Prize may vary depending on point of departure, travel dates and fare/rate fluctuations.** If the actual value of the prize is less than the stated ARV, the difference will not be awarded. All travel arrangements must be made through the Sponsor or Sponsor’s designee. Certain restrictions may apply. The winner of the Trip Prize must travel as and when designated by Sponsor (and surrounding the Festival dates) or the Trip Prize may be forfeited, and an alternate, randomly-selected winner will be chosen, if time permits.

The total ARV of the prizes in this Contest is \$21,500 CAD.

Winner and guests must travel together and on the same itinerary. Winner and guests must provide proper documentation (including government-issued picture identification) and must possess all required travel documents, including visas and valid passports, if and as applicable. Winner and guest must reside in the same province. All aspects of the travel portions of the Trip Prize must be conducted on the dates as determined by Sponsor in its sole and absolute discretion and surrounding the Festival dates. The dates of departure and return are subject to change at the Sponsor’s sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Travel must be booked at least two (2) weeks prior to travel and all travel must be completed on the dates surrounding the Festival or prize will be forfeited. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in its sole and absolute discretion. Trip Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round-trip air transportation element for the Trip Prize begins and ends at the point of departure. The Trip Prize is subject to seat and hotel availability, as well as Sponsor’s terms and conditions generally applicable thereto. If, in the judgment of Sponsor, air travel is not required due to winner’s proximity to Trip Prize location, ground transportation will be substituted for roundtrip air travel at Sponsor’s sole and absolute discretion. The difference in value will not be awarded to the Trip Prize winner.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Trip Prize-related services or accommodations. The Sponsor is not liable

for any missed prize events, opportunities, or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided to the Trip Prize winner at the time of Trip Prize notification. Trip Prize winner and guests are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winner may be required to provide a credit card at the time of hotel check-in. Guests must be at least 21 years of age as of the date of booking travel. Guests must execute liability/publicity releases prior to issuance of travel documents. Once a guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the Trip Prize winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Trip Prize winner's destination, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities, and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Trip Prize winner.

If, for whatever reason, the event associated with the prize is cancelled after the prize is awarded, Sponsor's liability for the prize is limited only to the non-event portions of the prize. No compensation will be paid in lieu of the cancelled event. The tickets to the event are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the event. Seat locations (if applicable) will be determined by the Sponsor in its sole discretion. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing. In the event winner (and/or his or her guest(s)) engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor reserves the right to terminate the applicable experience early. Decisions regarding the conduct of the winner and guests in all aspects of their participation in the prize event/activity will be in the sole discretion of Sponsor, and any of Sponsor's representatives and final and binding in all respects. Winner and/or guest(s) may be removed or disqualified from participating in any aspect of the prize for any reason at any time, including, without limitation, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, creating the potential for injury or property damages, or for any unhealthy, unsafe, unlawful, or inappropriate act. If winner or any guest, in the opinion of Sponsor or any of Sponsor's representatives, is considered a physical or mental threat to the well-being of any other individual, he/she may be removed from any premises relating to the prize and winner consents to such removal.

FOR CONCERTS AND OTHER TICKETED EVENTS: Any other expenses or items not specifically listed, including but not limited to, transportation, accommodations, meals, parking and souvenirs, are the responsibility of winner and/or winner's guests. All guests must be twenty-one (21) years or older. If the ticketed event or any portion thereof is postponed, rained out, canceled, or for other reasons beyond Sponsor's and Festival organizers' control does not occur, the Sponsor and Festival organizers will not be responsible for replacing the ticketed portion of prize. Tickets are subject to certain terms and conditions specified thereon, and seat locations (if any) are as solely determined by Sponsor and Festival organizers. Lost or stolen tickets or passes will not be replaced. The Sponsor and Festival organizers shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by

the venue operator, prize provider or any other persons providing any prize-related services. If travel delays, cancellations or difficulty prevent arrival in time for the event, the Sponsor and Festival organizers (or other Released Parties) are not responsible for awarding any compensation in lieu thereof. Tickets must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Winner agrees to accept all space availability requirements established by the venue. Winner and guests must comply with all applicable laws, and any rules and regulations established by the venue. Sponsor, Festival organizers, and the applicable venue representatives reserve the right to remove or to deny entry to winner (and guests) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event or in any other objectionable behavior. Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility.

FOR PRIZE-RELATED EVENTS: COVID-19 Release and Waiver: Winner understands and agrees that attending an event, in connection with the prize, will be dangerous due to the Coronavirus (COVID-19) epidemic/pandemic and assumes any and all risks of illness, injury or loss due to such attendance. Winner acknowledges that, notwithstanding the safety precautions taken by the venue, and other providers of services related to the prize, it is possible that he/she may still contract Coronavirus (COVID-19). Additionally, winner understands and agrees that, in response to economic and/or social conditions engendered by the Coronavirus (COVID-19), Sponsor or Festival organizers may be compelled to modify, postpone or cancel the event. In all cases, winner releases and agrees to hold harmless Sponsor, Festival organizers (as well as the other Released Parties) from any and all liability in conjunction therewith and, in no event, shall Sponsor, Festival organizer (as well as the other Released Parties), have any liability in excess of the above-indicated ARV of the prize. The prize winner and guests must conduct themselves at all times in a socially responsible, respectful and appropriate manner including following all private guidance from venue operator and other prize suppliers as well as governmental mandates intended and designed to prevent contracting and/or spreading COVID-19/Coronavirus; which may include but are not limited to maintaining social distancing, mask-wearing, testing and may also include quarantine (if mandated).

Prize is non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide winner with the prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner will be solely responsible for all applicable provincial and local taxes, and for any other fees or costs associated with the prize received, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor and the value of the prize awarded will be reported for tax purposes as required by law. The winner will be required to provide Sponsor with a valid social insurance number before the prize will be awarded, for tax reporting purposes. A W-8BEN or 1042-S will be issued in the name of winner, for the actual value of the prize received. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Contest Parties are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Contest Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize will be awarded. The Contest Parties are not responsible for and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Contest-

related correspondence or material. Winner will be contacted regarding prize fulfillment within three (3) to five (5) days after winner is confirmed after the end of the Contest.

8. **GENERAL:** Subject to applicable law, winner hereby expressly grants to the Contest Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, image, photo, voice, likeness and/or place of residence (“winner’s Likeness”) for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize to the winner. All copyright, trademark, or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winner’s Likeness under contract, tort or any other theory of law. The Contest Parties do not assume any responsibility for any disruption in the Contest Parties, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Contest Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any provincial, territorial, municipal and local law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

9. **CONDUCT:** The Contest Parties are not responsible for the actions of entrants in connection with the Contest, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. The Contest Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Contest, or to be acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Contest Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse,

threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU, OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person.

10. **WAIVERS AND DISCLAIMERS:** The Contest Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, social networking posts, or registrations, the announcement of the prize, or in any other Contest-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties will award the prize from among all non-suspect, eligible entries received for the Contest up to the time of such action.

11. **RELEASES:** All entrants, as a condition of participation in this Contest, agree to release, discharge, indemnify and hold harmless the Contest Parties, X (Twitter), Pinterest, Festival organizers, and each of their respective directors, officers, employees, agents, successors, assigns, and (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property (including death) which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Contest (including

travel to/from any Contest activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel or activity associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize.

12. **GOVERNING LAW, DISPUTE RESOLUTION, AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with (i) the laws of the Province of Québec and the laws of Canada applicable therein in respect of residents of the Province of Québec, and (ii) the laws of the Province of Ontario and the laws of Canada applicable therein in respect of residents of the other Canadian provinces/territories, without regard to conflicts of law principles. The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux (with respect to legal residents of Quebec), to terminate or suspend this Contest or to amend the Official Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, the Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux (with respect to legal residents of Québec), to terminate the Contest and conduct a random draw from all previously received eligible entries. For Québec residents only. Any litigation respecting the conduct, organization, and awarding of the Prizes in this Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the Prizes may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.

13. **ENTRY INFORMATION AND CONTEST COMMUNICATIONS:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations, and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. By participating in the Contest, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.aperol.com/en-us/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

14. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that

provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

15. **WINNER LIST:** To receive the name of the prize winner, send a #10 self-addressed envelope for receipt by May 18, 2024, to: Aperol Sweepstakes for Coachella Tickets - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428 USA.

16. **SPONSOR:** Campari America, LLC, 1114 Avenue of the Americas, New York, NY 10036 USA. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or Contest.

17. **ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.

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Aperol Contest for Coachella Tickets – Quebec Official Rules

Concours Aperol pour des billets pour Coachella

Règlements officiels

- **AUCUN ACHAT OU PAIEMENT N'EST REQUIS POUR PARTICIPER OU GAGNER CE CONCOURS. UN ACHAT OU UN PAIEMENT DE TOUTE SORTE N'AUGMENTE PAS VOS CHANCES DE GAGNER.**
- **ANNULÉ OÙ INTERDIT PAR LA LOI.**
- **TOUS LES DIFFÉRENDS SERONT RÉSOLUS UNIQUEMENT PAR ARBITRAGE EXUTOIRE ET LES PARTICIPANTS RENONCENT À LA POSSIBILITÉ D'INTENTER UN RECOURS COLLECTIF.**
- **CE CONCOURS N'EST EN AUCUNE FAÇON COMMANDITÉ, APPUYÉ, ADMINISTRÉ NI ASSOCIÉ À X (TWITTER) OU PINTEREST.**

EN S'INSCRIVANT (OU EN PARTICIPANT) AU CONCOURS, LES PARTICIPANTS ACCEPTENT LES PRÉSENTS RÈGLEMENTS OFFICIELS QUI CONSTITUENT UN CONTRAT CONTRAIGNANT; VEUILLEZ DONC LES LIRE ATTENTIVEMENT AVANT DE PARTICIPER. CE CONTRAT INCLUT, SANS S'Y LIMITER, LES INDEMNITÉS VERSÉES PAR VOUS À L'ENDROIT DES PARTIES IMPLIQUÉES DANS LE CONCOURS ET UNE LIMITATION QUANT À VOS DROITS ET RECOURS.

1. **ADMISSIBILITÉ :** Le concours Aperol pour des billets pour Coachella (le « Concours ») s'adresse uniquement aux personnes résidant légalement et habitant physiquement au Canada, qui sont âgées d'au moins vingt et un (21) ans à la date de participation. Les employés, dirigeants et administrateurs de Campari America, LLC (« Commanditaire »), Berlin Cameron, M Booth, TPN, SWELL, Small Agency, Wunderman Thompson, MindShare, Soho Experiential, AEG, Goldenvoice, LLC, AEG Presents LLC, Anschutz Entertainment Group Inc., CVM&AF, LLC, Empire Polo Club, Inc. Empire Polo Club, Inc., Empire II, LLC, HCL Stauson Overhill LLC, Madison Polo, LLC, Empire 50 North, LLC, 50 Horses, LLC, Empire Hjorth LLC, EPC Landscaping, LLC, et chacune de leurs sociétés mères respectives, sociétés affiliées, filiales, dirigeants, directeurs, représentants, actionnaires, membres, agents, employés, sous-traitants, Realtime Media LLC (« Administrateur ») et de leurs sociétés mères respectives, sociétés affiliées, filiales, agences de publicité, de concours, d'exécution et de marketing (collectivement les « Parties impliquées dans le Concours »), fournisseurs, distributeurs, grossistes ou détaillants de produits de boissons alcoolisées, les membres de leurs familles immédiates et les personnes vivant dans le même foyer en tant que tels (qu'ils soient légalement liés ou non) ne sont pas admissibles à participer au Concours ou gagner un prix. Aux fins du présent Concours, les membres de la famille immédiate comprennent les époux, les partenaires, les parents, les tuteurs légaux, la belle-famille, les grands-parents, les frères et sœurs, les enfants et les petits-enfants, et les personnes vivant dans le même foyer comprennent les personnes qui partagent la même résidence au moins trois (3) mois par année, qu'elles soient légalement liées ou non. En participant, vous acceptez le présent règlement officiel et les décisions du Commanditaire et de l'Administrateur, qui sont définitives et exécutoires à tous égards. Nul où la loi, les règles ou la réglementation l'interdisent. Toutes les lois provinciales, territoriales, municipales et

locales s'appliquent. En participant au Concours, les participants acceptent inconditionnellement de se conformer aux présents « Règlements officiels » et aux décisions du Commanditaire, y compris l'interprétation desdits Règlements officiels et l'exercice de son pouvoir discrétionnaire, lesquelles seront finales et sans appel à tous égards. Le Concours est un jeu de hasard dans le cadre duquel le gagnant est sélectionné par tirage au sort. Le gagnant potentiel devra répondre correctement, dans un laps de temps précis, à une question d'arithmétique réglementaire pour recevoir le prix.

2. **CALENDRIER** : Le Concours débute à ou vers 12 h 00 (midi), heure de l'Est (« HE »), le 22 janvier 2024, et toutes les participations devront avoir été reçues par le Commanditaire à ou avant 23 h 59 min 59 sec (HE) le 15 mars 2024 (la « Période du Concours »). L'horloge informatique désignée par l'Administrateur (définie ci-dessous) est l'appareil officiel de chronométrage du Concours.
3. **COMMENT PARTICIPER** :

Remplir le formulaire de participation en ligne : Pendant la Période du concours, pour que votre participation soit admissible, visitez le <https://coachellacontest.aperol.com/us/>, puis suivez les liens et les instructions pour remplir et soumettre un formulaire de participation officiel, en prenant soin d'y indiquer votre nom complet, une adresse électronique valide, votre date de naissance ainsi que tout autre renseignement connexe. Par la suite, vous recevrez une (1) participation au Concours, sous réserve de la limite ci-dessous.

Méthode de partage du Concours pour obtenir des participations additionnelles : Après avoir complété votre participation, vous pouvez obtenir des participations additionnelles au Concours en utilisant la fonctionnalité de partage fournie pour publier un message généré automatiquement faisant la promotion du Concours sur votre compte X (Twitter) ou Pinterest afin d'inviter un ami (qui doit également être admissible conformément à la section 1 susmentionnée). Pour chaque message partagé qui est envoyé au moyen de la fonctionnalité de partage fournie par le Commanditaire à la suite duquel la personne recevant le message participe au Concours en utilisant le lien fourni, vous recevrez une (1) participation additionnelle au Concours, jusqu'à concurrence de dix (10) participations additionnelles (jusqu'à cinq (5) pour un partage par X (Twitter) et jusqu'à cinq (5) pour un partage par Pinterest). Il est interdit d'inviter toute personne âgée de moins de 21 ans et/ou qui n'est pas admissible au présent Concours.

Limite d'une (1) participation par personne en remplissant le formulaire de participation pendant la Période du concours (et jusqu'à dix (10) participations additionnelles, comme il est décrit plus haut). Les tentatives faites par la même personne pour soumettre plus que le nombre stipulé de participations en utilisant des coordonnées ou comptes multiples ou faux ou autres peuvent entraîner la disqualification du participant. Les participations générées par un script, un programme informatique, une macro, une programmation, une méthode robotisée ou autre sont nulles et peuvent être disqualifiées. Les participations qui dépassent les limites stipulées, qui sont incomplètes, illisibles, corrompues, endommagées, détruites, contrefaites, falsifiées, perdues, tardives ou mal distribuées, trompeuses ou autres, qui ne sont pas conformes aux Règlements officiels peuvent être disqualifiées du Concours à la seule discrétion du Commanditaire. Les participations soumises par les participants qui ne

satisfont pas aux exigences d'admissibilité (y compris toutes les exigences relatives à l'âge et au lieu de résidence) sont annulées. En cas de différend concernant l'identité d'un participant en ligne, la participation sera considérée comme ayant été envoyée par le titulaire de compte enregistré de l'adresse électronique associée à la participation, pourvu que la personne en question soit admissible. Le gagnant potentiel pourra devoir présenter une preuve à l'effet qu'il est le titulaire du compte enregistré. Le titulaire du compte enregistré est défini comme la personne à laquelle une adresse électronique a été attribuée par un fournisseur d'accès Internet, un fournisseur de services en ligne ou toute autre organisation responsable d'attribuer des adresses électroniques. Si le différend concernant l'identité de la personne ayant effectivement soumis une participation ne peut être résolu à la satisfaction du Commanditaire, la participation en question sera considérée comme étant non admissible. Les personnes qui ne respectent pas toutes les instructions, ne fournissent pas les renseignements demandés dans leur formulaire de participation ou ne respectent pas les présents Règlements officiels ou autres instructions du Commanditaire pourront être déclarées non admissibles.

- 4. TIRAGES AU SORT DANS LE CADRE DU CONCOURS :** Vers le 18 mars 2024, un (1) gagnant sera choisi dans le cadre de ce Concours pendant toute la Période du concours, par tirage au sort, parmi toutes les participations admissibles reçues conformément aux présents Règlements officiels. Le Commanditaire et l'Administrateur jouissent d'une discrétion totale en ce qui a trait à l'interprétation des Règlements officiels, à l'administration du Concours et à la sélection du gagnant potentiel. Les décisions du Commanditaire et de l'Administrateur, en ce qui a trait à la sélection du gagnant potentiel, sont définitives.

Le tirage sera effectué par Realtime Media LLC (au bureau de la société situé à West Conshohocken, PA, 19428, É.-U.), un organisme indépendant chargé de juger le Concours et dont les décisions sont finales sur tous les aspects du Concours. Les chances de gagner dépendent du nombre total de participations admissibles qui auront été reçues pendant la Période du concours.

- 5. CHANCES :** Les chances de gagner un prix dans le cadre du Concours dépendent du nombre total de participations admissibles qui auront été reçues pendant la Période du concours.
- 6. NOTIFICATION AU GAGNANT/RÉCLAMATION DES PRIX :** Le gagnant potentiel sera avisé au moyen de l'adresse électronique fournie dans le cadre de la participation, dans un délai raisonnable après le tirage. Les Parties impliquées dans le Concours ne sont pas responsables des coordonnées fausses, inexactes, modifiées, incomplètes ou illisibles. La notification est réputée avoir eu lieu immédiatement après l'envoi d'un courrier électronique. Dans le cadre du processus de notification et à titre de condition de remise de prix, le gagnant potentiel devra répondre correctement à une question réglementaire d'arithmétique qui sera envoyée par courriel et remplir et soumettre, dans un délai de trois (3) jours, une déclaration d'admissibilité/une décharge de responsabilité/un formulaire de remise de prix (appelés collectivement « Déclaration »). Tout gagnant potentiel qui ne répond pas correctement à la question réglementaire d'arithmétique ou qui ne signe pas ou refuse de signer et d'envoyer la Déclaration dûment remplie dans le délai requis, ou si la Déclaration est retournée comme étant rejetée, erronée, non réclamée, ou retournée comme étant non livrable audit gagnant potentiel, celui-ci pourra être déclaré non admissible et un autre gagnant pourra être choisi, jusqu'à un maximum de trois (3) gagnants remplaçants, si les délais le permettent, après quoi le prix ne sera pas attribué. Les boîtes postales ne sont pas autorisées. Les Parties impliquées dans le Concours ne sont pas responsables des communications électroniques qui ne peuvent être livrées en raison d'un filtrage actif ou passif de quelque nature que ce soit, ou d'un compte de courrier électronique ou autre compte du participant dont l'espace est insuffisant pour recevoir des messages.

Si le gagnant potentiel ne peut pas être contacté dans un délai raisonnable, si le gagnant potentiel n'est pas admissible, si une notification est retournée comme étant non livrable, ou si le gagnant potentiel ne respecte pas entièrement les présents Règlements officiels, celui-ci perdra le prix en question et un autre gagnant sera choisi parmi toutes les participations admissibles restantes, pouvant aller jusqu'à trois (3) gagnants remplaçants, si les délais le permettent, après quoi le prix ne sera pas attribué.

Le gagnant potentiel ne sera déclaré le « Gagnant » qu'une fois la vérification de son admissibilité effectuée par le Commanditaire. Seul le prix annoncé sera remis. Si, pour quelque raison que ce soit, le nombre de gagnants de bonne foi d'un prix qui se présentent pour réclamer le prix excède le nombre de prix indiqué dans les présents Règlements officiels, le gagnant du prix disponible pourra être sélectionné par tirage au sort parmi toutes les personnes ayant soumis des réclamations apparemment valides pour un tel prix. L'inclusion dans un tel tirage constitue le seul et unique recours de chaque participant dans de telles circonstances. Les Parties impliquées dans le Concours ne pourront être tenues responsables des retards, des pertes, des dommages, des interceptions, des erreurs d'acheminement ou des échecs en lien avec les efforts déployés pour aviser le gagnant potentiel.

7. PRIX/RESTRICTIONS RELATIVES AU PRIX : Un (1) Grand prix (« Grand prix » ou « Forfait voyage ») sera remis dans le cadre du présent Concours.

Un (1) Grand prix : Un (1) Forfait voyage consistant en ce qui suit : transport terrestre aller-retour entre la résidence du gagnant et l'aéroport de départ; trois (3) billets d'avion aller-retour en classe touriste pour le gagnant et deux (2) invités (devant être âgés de 21 ans ou plus), par une compagnie aérienne choisie par le Commanditaire, au départ d'un grand aéroport commercial et à destination d'une ville située près de l'évènement et choisie par le Commanditaire à sa seule discrétion; un séjour de quatre (4) nuits dans un hôtel (au choix du Commanditaire : une (1) ou deux (2) chambres standard, du 18/04/2024 au 22/04/2024) situé dans une ville près de l'évènement; trois (3) billets VIP pour le Coachella Valley Music & Arts Festival 2024 pendant la seconde fin de semaine (prévue du 19 au 21 avril 2024) (le « Festival »); transport terrestre aller-retour entre l'aéroport et l'hôtel près du Festival; trois (3) laissez-passer en navette pouvant être utilisés pour le transport terrestre entre l'hôtel et le Festival; 450 \$ US d'argent de poche pour le gagnant sous forme de cartes-cadeaux; et un cadeau dans la chambre du gagnant à son intention seulement, tous les détails dudit cadeau étant déterminés par le Commanditaire, à sa seule discrétion.

La valeur au détail approximative (« VDA ») de ce Grand prix est de : 21 500 \$ CA. **La valeur au détail réelle du Forfait voyage peut varier en fonction du lieu de départ, des dates de voyage et des variations de tarifs/taux.** Si la valeur réelle du prix est moins que la VDA, la différence ne sera pas octroyée. Toutes les modalités de voyage doivent être faites par l'entremise du Commanditaire ou d'un responsable désigné par le Commanditaire. Certaines restrictions peuvent s'appliquer. Le gagnant d'un Forfait voyage doit voyager comme et quand l'a déterminé le Commanditaire (et aux dates prévues pour le Festival) ou, si le Forfait voyage est refusé, un autre gagnant sera sélectionné par tirage au sort, si les délais le permettent.

La VDA totale de tous les prix en lien avec ce Concours est de 21 500 \$ CA.

Le gagnant et ses invités doivent voyager ensemble, selon le même itinéraire. Le gagnant et ses invités doivent fournir les documents appropriés (y compris les pièces d'identité avec photo émises par le gouvernement) et détenir tous les documents de voyage requis, notamment des visas et des passeports valides, le cas échéant. Le gagnant et ses invités doivent résider dans la même province. Tous les aspects des segments de transport du Forfait voyage doivent être effectués aux dates déterminées par le Commanditaire, à sa seule et entière discrétion, et aux dates prévues pour le Festival. Les dates de départ et de retour sont sujets à changement, à la seule et entière discrétion du Commanditaire. Les billets d'avion sont non remboursables/non transférables et ne peuvent faire l'objet d'un surclassement ni donner droit à des milles de programmes pour grands voyageurs. Le voyage doit être réservé au moins deux (2) semaines avant la date du voyage et la totalité du voyage doit être effectuée aux dates prévues pour le Festival, à défaut de quoi le prix sera perdu. Tous les billets d'avion sont sujets à des modifications relatives aux vols, à des cessations de travail et à des changements

d'horaire et d'itinéraire. Le Commanditaire se réserve le droit, à sa seule et entière discrétion, de planifier l'itinéraire de voyage et de sélectionner les hôtels. Le gagnant du Forfait voyage ne recevra pas d'argent ni aucune autre forme de compensation si les coûts réels de voyage sont inférieurs aux coûts estimés figurant dans les présents Règlements officiels. Le vol aller et retour pour le Forfait voyage commence et se termine au point de départ. Le Forfait voyage est sujet aux disponibilités des sièges et des hébergements, ainsi qu'aux conditions générales du Commanditaire qui s'y appliquent. Si, selon le Commanditaire, la proximité du gagnant par rapport à la destination du Forfait voyage ne justifie pas un transport par avion, un transport terrestre remplacera ledit transport par avion, à la seule et entière discrétion du Commanditaire. La différence en termes de valeur ne sera pas remise au gagnant du Forfait voyage.

Le Commanditaire ne pourra être tenu responsable de toute annulation, tout retard, toute modification ou substitution, ou d'actes ou d'omissions, de quelque nature que ce soit, de la part des transporteurs aériens, des hôtels, des exploitants de lieux, des compagnies de transport, des fournisseurs de prix, ou de toute autre personne fournissant des services ou un hébergement en lien avec tout Forfait voyage. Le Commanditaire ne pourra être tenu responsable des événements ni des opportunités manqués en lien avec le prix, ou des dépenses encourues à la suite d'une annulation/d'un retard de vol ou d'un retard en lien avec le transport terrestre. Aucun remboursement ou aucune compensation ne seront effectués en cas d'annulation ou de retard de tout moyen de transport ou de tout autre élément du prix, sauf à la seule et entière discrétion du Commanditaire. De plus amples détails sur la remise de prix et des renseignements sur le voyage seront fournis au gagnant du Forfait voyage au moment de la notification concernant ledit Forfait voyage. Le gagnant du Forfait voyage et ses invités sont responsables d'obtenir, à leur gré, une assurance voyage (et tout autre type d'assurance) et reconnaissent, par les présentes, que le Commanditaire n'a pas obtenu et n'obtiendra pas ou ne fournit pas d'assurance voyage ou tout autre type d'assurance. Le gagnant pourrait devoir fournir une carte de crédit au moment de l'enregistrement à l'hôtel. Les invités du gagnant doivent être âgés d'au moins vingt-et-un (21) ans à la date de la réservation du voyage. Les invités doivent signer des déclarations de décharge de responsabilité/de consentement à des fins publicitaires avant l'émission des documents de voyage. Une fois qu'un invité est choisi, celui-ci ne pourra être remplacé par une autre personne, sauf à la seule et entière discrétion du Commanditaire. Le voyage est sujet aux conditions générales du présent Concours et à celles fixées par le transporteur qu'a choisi le Commanditaire. Les billets d'avion, les bons de transport ou les certificats perdus, volés ou endommagés ne seront pas remplacés ni échangés. Toutes les dépenses dont il n'est pas fait mention dans les présentes ne sont pas incluses dans le Forfait voyage, et celles-ci incombent au gagnant du Forfait voyage, y compris, sans s'y limiter : taxes d'hôtel, transport terrestre additionnel aux points de destination du gagnant du Forfait voyage, assurance voyage, service aux chambres, frais d'enregistrement de bagages, frais de stationnement, service de buanderie, repas, boissons alcoolisées, marchandise, souvenirs, appels téléphoniques, pourboires, et frais de service. Les règlements et les conditions des transporteurs et des hôtels s'appliquent. Le voyage et l'hébergement sont sujets aux disponibilités, et tout changement effectué à l'un ou à l'autre sera à la charge du gagnant du Forfait voyage.

Si, pour une raison quelconque, l'évènement associé au prix est annulé après la remise du prix, la responsabilité du Commanditaire en ce qui concerne le prix en question se limite uniquement aux portions sans évènement de ce dernier. Aucune compensation ne sera versée en règlement de l'évènement annulé. Les billets de l'évènement sont entièrement sujets aux conditions générales apparaissant sur ceux-ci et à toute exigence du lieu où se déroule l'évènement. Les emplacements des sièges, le cas échéant, seront déterminés par le Commanditaire, à sa seule discrétion. Le gagnant ne peut en aucun cas vendre, mettre aux enchères, échanger ou autrement transférer les billets à moins que le Commanditaire y consente par écrit. Le Commanditaire se réserve le droit de mettre fin, à tout moment, à l'expérience en question dans le cas où le gagnant d'un prix (et/ou ses invités) agissent d'une manière (comme le déterminera à sa seule et entière discrétion le Commanditaire ou tout fournisseur d'un prix) désagréable, inappropriée, menaçante, illégale, ou avec l'intention d'exploiter, de menacer ou de harceler toute autre personne ou de lui nuire. Les décisions quant à la conduite du gagnant et de ses invités, dans tous les aspects de leur participation à l'évènement/activité incluse dans le prix, seront prises à la seule et entière discrétion du Commanditaire et de tout représentant du Commanditaire et seront définitives et contraignantes à tous égards. La participation

du gagnant et/ou de ses invités à toute portion du prix pourra leur être retirée ou interdite, à tout moment et pour quelque raison que ce soit, y compris, sans s'y limiter, le fait de créer une perturbation ou une interruption non autorisées, ou d'user d'un contact physique violent non nécessaire d'une manière qui pourrait causer des blessures ou des dommages aux biens, ou pour tout autre acte malsain, dangereux, illégal ou inapproprié. Si un gagnant ou tout invité qui, selon le Commanditaire ou les représentants du Commanditaire, représente une menace au bien-être mental ou physique de toute autre personne pourra être expulsé de tout lieu en lien avec le prix, le gagnant acceptant qu'une telle expulsion ait lieu.

EN CE QUI CONCERNE LES CONCERTS ET LES AUTRES ÉVÈNEMENTS AVEC ADMISSION SUR PRÉSENTATION D'UN BILLET : Les éléments ou les dépenses, y compris, mais sans s'y limiter, celles associées au transport, à l'hôtel, aux repas, au stationnement et aux souvenirs, dont il n'est pas fait mention dans les présentes, incombent au gagnant et/ou à ses invités. Tous les invités doivent être âgés d'au moins vingt-et-un (21) ans. Si l'évènement avec admission sur présentation d'un billet ou toute partie de celui-ci sont reportés, remis à cause de la pluie, annulés, ou, pour toute raison hors du contrôle du Commanditaire ou des organisateurs du Festival, ne peuvent avoir lieu, le Commanditaire ou les organisateurs du Festival ne pourront être tenus responsables de remplacer ladite partie dudit évènement. Les billets sont sujets à certaines conditions générales énoncées dans les présentes, et les emplacements des sièges, le cas échéant, seront déterminés par le Commanditaire et les organisateurs du Festival, à leur seule discrétion. Les billets ou les laissez-passer perdus ou volés ne seront pas remplacés. Le Commanditaire et les organisateurs du Festival ne pourront être tenus responsables de toute annulation, tout retard, toute modification ou substitution, ou d'actes ou d'omissions, de quelque nature que ce soit, de la part des exploitants de lieux, des fournisseurs de prix, ou de toute autre personne fournissant des services en lien avec le prix. Si des retards, des annulations ou des difficultés empêchent le gagnant et ses invités d'arrivée à temps pour participer à l'évènement, le Commanditaire et les organisateurs du Festival (ou toute autre Partie exonérée) ne verseront aucune compensation en règlement de ceux-ci. Les billets doivent être échangés comme il est décrit dans la notification concernant le prix ou comme il est décrit autrement dans les Règlements officiels. Le gagnant s'engage à respecter les exigences relatives à la disponibilité d'espace mises en place par le lieu. Le gagnant et ses invités doivent se conformer à toutes les lois applicables et à tout règlement mis en place par le lieu. Le Commanditaire, les organisateurs du Festival et les représentants du lieu en question se réservent le droit de retirer ou de refuser le droit d'entrée au gagnant (et à ses invités) qui agit d'une manière déloyale ou perturbatrice, ou avec l'intention d'exploiter, de menacer ou de harceler toute autre personne ou de lui nuire pendant l'évènement, ou qui adopte toute autre conduite répréhensible. Le gagnant convient qu'il accepte le prix de sa propre initiative, à ses risques et sous son entière responsabilité.

EN CE QUI CONCERNE LES ÉVÈNEMENTS ASSOCIÉS AU PRIX : Décharge de responsabilité – COVID-19 : Le gagnant reconnaît et accepte que le fait de participer à un évènement associé au prix peut être dangereux en raison de l'épidémie/pandémie de COVID-19 (coronavirus) et assume tous les risques de maladie, de blessure ou de perte découlant d'une telle participation. Le gagnant reconnaît que, malgré les précautions de sécurité prises par le lieu et tout autre fournisseur de services en lien avec le prix, il lui est possible de contracter la COVID-19 (coronavirus). De plus, le gagnant comprend

et convient que, en réponse aux conditions économiques et/ou sociales résultant de la COVID-19 (coronavirus), le Commanditaire et les organisateurs du Festival pourraient être contraints de modifier, de reporter ou d'annuler l'évènement. Dans tous les cas, le gagnant accepte de dégager de toute responsabilité le Commanditaire et les organisateurs du Festival (ainsi que toute autre Partie exonérée) à l'égard des dommages-intérêts en lien avec ce qui précède, et le Commanditaire et les organisateurs du Festival n'assument aucune responsabilité dépassant la VRA du prix susmentionnée. Le gagnant du prix et ses invités doivent adopter en tout temps une conduite socialement responsable, respectueuse et appropriée, et respecter toutes les consignes privées de l'exploitant des lieux et des autres fournisseurs en lien avec le prix, ainsi que les décrets gouvernementaux conçus pour aider à ne pas contracter et/ou à ne pas propager la COVID-19 (coronavirus); ce qui peut inclure, mais sans s'y limiter, le maintien d'une distanciation physique, le port d'un masque, le dépistage ainsi que la quarantaine (selon le décret en vigueur).

Le prix n'est pas transférable et ne peut pas être échangé contre des espèces, des produits équivalents ou des produits de substitution, sauf à la seule et entière discrétion du Commanditaire. Tous les détails des prix qui ne sont pas énoncés dans les présentes seront déterminés à la seule et entière discrétion du Commanditaire. Les détails et la disponibilité des prix sont sujets à des modifications et aux règles et restrictions du fournisseur des prix. Dans le cas où le Commanditaire ne serait pas en mesure de fournir un prix à un gagnant, le Commanditaire pourra choisir de remettre au gagnant la valeur approximative du prix en question en espèces ou d'attribuer un autre prix d'une valeur comparable ou supérieure. Le prix est attribué « TEL QUEL » et sans garantie d'aucune sorte, expresse ou implicite (y compris, mais sans s'y limiter, toute garantie implicite de qualité marchande ou d'adéquation à un usage particulier). Le gagnant sera seul responsable de toutes les taxes provinciales ou locales applicables, ainsi que de tous les autres frais ou coûts associés au prix qu'il reçoit, que ledit prix soit utilisé en tout ou en partie. La VDA du prix est fondée sur les renseignements disponibles fournis au Commanditaire, et la valeur du prix attribué sera déclarée à des fins fiscales, comme l'exige la loi. Le gagnant devra fournir au Commanditaire un numéro d'assurance sociale valide avant que le prix ne lui soit remis, à des fins de déclaration fiscale. Un formulaire W-8BEN ou 1042-S correspondant à la valeur réelle du prix reçu sera émis au nom du gagnant. Les prix non réclamés seront confisqués. Le prix légitimement réclamé sera remis. Les Parties impliquées dans le Concours ne sont pas responsables de prix perdu, mutilé ou volé, ni de prix non livrables ou qui ne parvient pas au gagnant en raison d'une adresse incorrecte ou d'un changement d'adresse et celui-ci ne sera pas remplacé. Si un gagnant n'accepte pas ou n'utilise pas la totalité du prix, la partie non acceptée ou non utilisée du prix sera annulée et les Parties impliquées dans le Concours n'auront aucune autre obligation en ce qui concerne ce prix ou cette partie du prix. Seul le prix annoncé sera remis. Les Parties impliquées dans le Concours ne sont pas responsables de la différence éventuelle entre la valeur réelle du prix au moment de la remise et la valeur au détail approximative figurant dans les présentes ou dans toute correspondance ou matériel lié au Concours et le gagnant n'y aura pas droit. En ce qui concerne l'attribution du prix, on communiquera avec le gagnant dans un délai de trois (3) à cinq (5) jours à compter de la confirmation de celui-ci, à la fin du Concours.

- 8. GÉNÉRALITÉS :** Sous réserve des lois en vigueur, le gagnant accorde expressément aux Parties impliquées dans le Concours et à leurs successeurs, ayant droits, sous-licenciés et délégués respectifs tous les droits irrévocables d'utiliser et de publier son nom, son image, sa photo, sa voix, sa ressemblance et/ou son lieu de résidence (« Ressemblance du gagnant ») à toutes fins, y compris, mais sans s'y limiter, la publicité, la commercialisation, la promotion et à des fins publicitaires en lien avec ce Concours (« Publicité »), dans tous les médias actuellement ou ultérieurement conçus, dans le monde entier et à perpétuité, sans aucune forme de préavis, d'autorisation, ni aucun montant ou type de rémunération, à l'exception des prix remis aux gagnants. Tous les droits d'auteur, marques de commerce ou autres droits de propriété intellectuelle sur cette publicité sont la propriété du commanditaire et/ou de ses concédants de licence, et chaque participant gagnant décline et renonce par la présente à toute réclamation de droit sur cette publicité. Une telle publicité sera uniquement sous le contrôle du Commanditaire et/ou de ses concédants de licence, et le gagnant renonce par la présente à toute réclamation quant au contrôle sur le contenu de la publicité ainsi qu'à toute réclamation

possible quant à l'utilisation abusive de sa ressemblance, sous contrat, délit ou toute autre théorie du droit. Les Parties impliquées dans le Concours n'assument aucune responsabilité pour toute perturbation des Parties impliquées dans le Concours, y compris, mais sans s'y limiter, la panne ou l'interruption de toute plateforme de médias sociaux ou de tout fournisseur de services Internet. En cas de divergence ou d'incohérence entre les divulgations et les autres déclarations contenues dans tout matériel du Concours ainsi que dans les termes et conditions du présent règlement officiel, le présent règlement officiel prévaudra, régira et contrôlera. Toutes les décisions concernant le présent règlement officiel et ses interprétations relèvent exclusivement de la seule discrétion des Parties impliquées dans le Concours et peuvent être modifiées de temps à autre sans préavis. Si le Commanditaire n'est pas en mesure de poursuivre le Concours en raison d'un événement indépendant de sa volonté, y compris, mais sans s'y limiter, un incendie, une inondation, une épidémie, une pandémie, un tremblement de terre, une explosion, un conflit du travail ou une grève, un acte de la nature ou des ennemis publics, une panne de communication ou d'équipement, une interruption des services publics ou de services, une émeute ou des troubles publics, une menace ou une activité terroriste, une guerre (déclarée ou non), une interférence avec le Concours par toute partie, ou toutes lois provinciales, territoriales, municipales et locales, une ordonnance d'un tribunal ou d'une juridiction, ou toute autre cause qui n'est pas raisonnablement sous le contrôle du Commanditaire (chacun étant un événement ou une occurrence de « force majeure »), le Commanditaire a le droit de modifier ou de suspendre le Concours ou le prix ou d'y mettre fin. Le Commanditaire se réserve aussi le droit, à sa seule et entière discrétion, de : (a) modifier ou suspendre le Concours ou d'y mettre fin si des causes indépendantes de la volonté du Commanditaire nuisent à ou interfèrent avec l'administration, l'intégrité, le fonctionnement, la sécurité ou le bon déroulement du Concours; ou (b) déclarer inadmissible tout participant qui s'avère coupable de ou qui est soupçonné de : (i) altérer le processus d'inscription ou le déroulement du Concours; (ii) agir en violation des présents Règlements officiels; ou (iii) agir de façon déloyale.

9. CONDUITE : Les Parties impliquées dans le Concours ne sont pas responsables des actions des participants dans le cadre du Concours, notamment des tentatives des participants de contourner les Règlements officiels ou d'interférer avec l'administration, la sécurité, l'équité, l'intégrité ou le bon déroulement du Concours. Les Parties impliquées dans le Concours se réservent le droit, à leur seule discrétion, de disqualifier toute personne qui falsifie le processus de participation ou le fonctionnement du Concours, ou qui agit d'une manière jugée par lesdites parties comme étant en violation des Règlements officiels, ou d'agir d'une manière jugée par lesdites parties comme déloyale ou perturbatrice, ou avec l'intention d'ennuyer, d'abuser, de menacer ou de harceler toute autre personne et d'annuler toutes les Participations et/ou inscriptions associées. ATTENTION : TOUTE TENTATIVE PAR UN UTILISATEUR, VOUS OU TOUT AUTRE INDIVIDU D'ENDOMMAGER OU DE NUIRE AU FONCTIONNEMENT LÉGITIME DU CONCOURS CONSTITUE UNE VIOLATION DES LOIS CRIMINELLES ET CIVILES, ET SI UNE TELLE TENTATIVE EST FAITE, LES PARTIES IMPLIQUÉES DANS LE CONCOURS SE RÉSERVENT LE DROIT DE RÉCLAMER DES DOMMAGES ET D'AVOIR D'AUTRES RECOURS (Y COMPRIS LES FRAIS D'AVOCAT) D'UNE TELLE PERSONNE DANS TOUTE LA MESURE PERMISE PAR LA LOI. Le Commanditaire se réserve le droit, à sa seule et entière discrétion, de déclarer inadmissible toute personne (ou d'annuler le prix qui lui est dû) qui est trouvée coupable ou soupçonnée d'avoir enfreint les présents Règlements officiels; ou d'agir de façon déloyale, obscène, immorale ou perturbatrice, ou avec l'intention d'abuser, de menacer ou de harceler toute autre personne ou de lui nuire.

10. DÉCLARATIONS DE NON RESPONSABILITÉ : Les Parties impliquées dans le Concours n'assument aucune responsabilité quant à ce qui suit : (a) les inscriptions, participations, URL ou courriels perdus, en retard, volés, non livrés, inexacts, incomplets, retardés, mal acheminés, endommagés ou brouillés; (b) toute information de participation incorrecte ou inexacte, ou pour toute transmission de données électronique défectueuse ou défailante; (c) tout accès non autorisé, vol, destruction ou altération des participations ou des inscriptions à tout moment du déroulement de ce Concours; (d) tout dysfonctionnement technique, panne, erreur, omission, interruption, suppression, défaut, retard de fonctionnement ou panne de ligne de communication, quelle qu'en soit la cause, concernant tout équipement, système, réseau, ligne, câble, satellite, serveur, ordinateur ou des fournisseurs utilisés dans tout aspect du fonctionnement du Concours; (e) l'inaccessibilité ou l'indisponibilité d'Internet ou

de site Web ou de toute combinaison de ceux-ci ou pour des dysfonctionnements, des pannes ou des difficultés de matériel informatique ou de logiciel, ou d'autres erreurs ou difficultés de toute nature, qu'elles soient humaines, mécaniques, électroniques, informatiques, de réseau, typographiques, impression ou autre concernant ou en relation avec le Concours, y compris, sans s'y limiter, les erreurs ou difficultés pouvant survenir dans le cadre de l'administration du Concours, du traitement des participations, des publications sur les réseaux sociaux ou des inscriptions, de l'annonce du prix, ou dans tout autre matériel lié au Concours; ou (f) toute blessure ou tout dommage aux participants ou à l'ordinateur de toute autre personne pouvant être liée à ou résultant de toute tentative de participation au Concours. Si, pour une raison quelconque, le Concours (ou toute partie de celui-ci) n'est pas en mesure de se dérouler comme prévu pour des raisons pouvant inclure, sans s'y limiter, une infection par un virus informatique, une falsification, une intervention non autorisée, une fraude, des défaillances techniques ou toute autre cause qui peut corrompre ou affecter l'administration, la sécurité, l'équité, l'intégrité ou le bon déroulement de ce Concours, les Parties impliquées dans le Concours se réservent le droit, à leur seule discrétion, d'annuler, de résilier, de modifier ou de suspendre le Concours en tout ou en partie. En cas de résiliation, les Parties impliquées dans le Concours attribueront le prix parmi toutes les Participations admissibles non suspectes reçues pour le Concours jusqu'au moment de cette action.

11. RENONCIATIONS : Tous les participants, comme condition de participation à ce Concours, acceptent de libérer, d'exonérer, d'indemniser et de dégager de toute responsabilité les Parties impliquées dans le Concours, X (Twitter), Pinterest, les organisateurs du Festival, et chacun de leurs administrateurs, dirigeants, employés, agents, successeurs et ayant droit respectifs (collectivement, les « Parties exonérées ») à l'égard des dommages-intérêts, réclamations, coûts (y compris les honoraires d'avocat), pertes, dommages, amendes, ou actions de quelque nature que ce soit pour blessures, dommages ou pertes subis par des personnes ou des biens (y compris le décès), en tout ou en partie, directement ou indirectement, en relation avec : (i) la participation à tout aspect du Concours (y compris le voyage vers/depuis toute activité du Concours), (ii) la réception, la propriété, l'utilisation ou la mauvaise utilisation du prix remis, y compris tout voyage ou activité associé à un prix, (iii) la violation des droits de publicité ou des droits à la vie privée par les Parties exonérées, les réclamations de diffamation ou représentation sous un faux jour, ou fondée sur toute réclamation pour violation de la propriété intellectuelle; (iv) le matériel lié à l'inscription du participant sur tout site Web connexe, ou (iv) toute erreur typographique, humaine ou autre dans l'impression, l'offre, la sélection, le fonctionnement ou les annonces en lien avec toute activité du Concours ou tout prix.

12. LOI APPLICABLE, RÉOLUTION DE DIFFÉRENDS ET LIMITATION DE RESPONSABILITÉ Tous les problèmes et questions concernant l'élaboration, la validité, l'interprétation et l'applicabilité des présents Règlements officiels, ou les droits et obligations des participants, du Commanditaire et des Parties exonérées en rapport avec ce Concours, seront régis et interprétés en vertu (i) des lois de la province de Québec et des lois du Canada à l'égard des résidents de la province de Québec, et (ii) des lois de la province de l'Ontario et des lois du Canada à l'égard des résidents d'autres provinces/territoires du Canada, sans égard aux principes relatifs aux conflits de lois. Le Commanditaire se réserve le droit, avec l'accord de la Régie des alcools, des courses et des jeux (en ce qui concerne les résidents légaux du Québec), de mettre fin à ce Concours ou de l'interrompre, ou d'en modifier les Règlements officiels en tout temps et de quelque manière que ce soit, sans avis préalable, et pour quelque raison que ce soit. Sans limiter la portée de ce qui précède, si, pour quelque raison que ce soit, le Concours ne peut se dérouler comme prévu, par exemple, en raison d'une falsification ou d'une infection par un virus informatique, le Commanditaire se réserve le droit, avec l'accord de la Régie des alcools, des courses et des jeux (en ce qui concerne les résidents légaux du Québec), de mettre fin au Concours et de procéder à un tirage au sort parmi toutes les participations valides ayant été reçues. Pour les résidents du Québec seulement. Tout litige relatif à la conduite ou à l'organisation du présent Concours ou à la remise de prix dans le cadre de celui-ci peut être soumis à la Régie des alcools, des courses et des jeux pour décision. Tout litige relatif à l'attribution des prix peuvent être soumis à la Régie des alcools, des courses et des jeux uniquement dans le but d'aider les parties à parvenir à un règlement.

- 13. RENSEIGNEMENTS SUR L'INSCRIPTION ET COMMUNICATIONS LIÉES AU CONCOURS** Comme condition de participation au Concours chaque participant consent à ce que le Commanditaire obtienne son nom, son adresse et autres renseignements et les transmette à des tiers dans le but de gérer ce Concours et de se conformer aux lois, règlements et les règles en vigueur. Tout renseignement que le participant fournit au Commanditaire pourra être utilisé pour communiquer avec ledit participant dans le cadre du présent Concours ou apparaître sur une liste de gagnants du Concours. En participant à ce Concours, le participant accepte toutes les conditions générales de la Politique de confidentialité du Commanditaire, qui est disponible sur <https://www.aperol.com/en-us/privacy-policy/>. En cas de divergence entre la politique de confidentialité du Commanditaire et le présent règlement officiel, le présent règlement officiel prévaut et régira.
- 14. DIVERS :** La non validité ou la non applicabilité de toute disposition des présents Règlements officiels ou de la Déclaration n'aura pas d'incidence sur la validité ou l'applicabilité de toute autre disposition. Advenant que l'une des dispositions des Règlements officiels ou de la Déclaration soit jugée comme étant non valide, non applicable ou illégale, les autres dispositions resteront en vigueur et seront interprétées conformément à leurs conditions, comme si la disposition non valide ou illégale ne faisait pas partie des dits documents. L'absence de mise en application d'une quelconque clause des présents Règlements officiels par le Commanditaire ne constituera en aucun cas une renonciation à cette clause. Le participant accepte de renoncer à tout droit d'invoquer l'ambiguïté des présents Règlements officiels. Les titres apparaissant dans les documents de même que les intitulés des dispositions visent uniquement à faciliter la consultation et n'affectent en rien leur signification ou leur intention. En cas de divergence ou d'incohérence entre les divulgations ou les autres déclarations contenues dans tout matériel en lien avec le Concours, dans la Politique sur la protection des renseignements personnels ou les conditions d'utilisation de tout site Web, plateforme ou application de média social et/ou dans les conditions générales des présents Règlements officiels, les présents Règlements officiels auront préséance et s'appliqueront, et l'incohérence sera résolue à la seule et entière discrétion du Commanditaire.
- 15. LISTE DES GAGNANTS :** Pour recevoir le nom du gagnant du prix, veuillez faire parvenir une enveloppe-réponse n° 10 affranchie d'ici le 18 mai 2024 à : Aperol Sweepstakes for Coachella Tickets – Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2–100, West Conshohocken, PA 19428 USA.
- 16. COMMANDITAIRE :** Campari America, LLC, 1114 Avenue of the Americas, New York, NY 10036 USA. Toute mention de tierce partie en lien avec les prix et/ou les sites Web ou services de tiers n'est faite qu'à des fins de référence et d'identification seulement et ne vise pas à laisser entendre un quelconque soutien ou parrainage de la part du Commanditaire ou du Concours ou une filiation avec ceux-ci.
- 17. ADMINISTRATEUR :** Realtime Media LLC, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428 USA; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.

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