

PATRÓN® – CINCO 2023 - PROMOTION

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. YOU MUST BE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW. ALCOHOL IS NEVER PART OF THE PRIZE.

TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE (AS THAT TERM IS DEFINED BELOW), YOU MUST LIVE IN IN THE 50 UNITED STATES OF AMERICA OR DISTRICT OF COLUMBIA (D.C.), AND MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER PROMOTION ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1) Promotion Entry Period: The Patrón – CINCO CIRCUIT 2023 - Promotion (the “Promotion”) begins at approximately 12 PM Eastern Time (“ET”) on April 21, 2023, and ends at 9:59 PM Eastern Time on May 5, 2023 (the “Promotion Entry Period”). At approximately 12 PM Eastern Time (“ET”) on April 21, 2023, the beginning of the Promotion Entry Period, Sponsor will launch the entry site at <https://cinco-2023.prod.fooji.com/#start>. As soon as the entry site is live, eligible entrants may participate in the Promotion as provided herein.

2) Eligibility: To be eligible to enter the Promotion and/or receive a Prize, entrants must, at the time of entry, meet all of the following requirements: (i) be legal residents of the fifty (50) United States or the District of Columbia (D.C.) (“Territory”); and (ii) be 21 years of age or older as of the date and time of participation (each, a “Participant(s)”). To enter via certain entry methods, you may also be required to be a registered user of Twitter or Instagram. If you are not already a registered user of Twitter or Instagram, it is free to join. Employees of Bacardi U.S.A., Inc. (“Bacardi”) and each of its respective parent companies, subsidiaries, affiliates, officers, directors, governors, owners, partners, distributors, retailers, advertising/promotion/service agencies, dealers, licensors, agents, suppliers, independent contractors, bartenders and those of Fooji, Inc. (“Fooji,” “Sponsor”), any other company involved in the presentation, administration or fulfillment of the Promotion, and their respective subsidiaries, affiliated companies, and divisions (collectively, the “Promotion Entities”) and those of alcohol beverage manufacturers, wholesalers, and retailers and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Promotion. Void outside the Territory and where prohibited or restricted by law.

3) Sponsor: The Sponsor and Administrator of the Promotion is Fooji, Inc. located at 257 E. Short St. Suite 200, Lexington, KY 40507.

4) How To Participate in the Promotion:

During the Promotion Entry Period, to participate and receive one (1) entry in the Promotion (“Entry”), Participants must access the online entry form. There are three (3) ways to access the online entry form:

- a. Direct: Access the online entry form directly by going to www.patrontequila.com/cinco-circuit or though scanning a QR code on Patron ads.
- b. Twitter: During the Promotion Entry Period, on or about May 1, 2023, Sponsor will post a call to action Tweet from the @Patron account (“CTA Tweet”). After the CTA Tweet is posted, during the Promotion Entry Period, @reply to the CTA Tweet with the hashtags #PatronCincoCircuit and #PatronSweepstakes (“Required Hashtags”) and tag a friend who is over 21 years of age (“Twitter Participation Action”). If the Promotion is still ongoing when your Twitter Participation Action is received by @Patron, you will receive a link tweeted back to you that directs you to the online registration form.
- c. Instagram: During the Promotion Entry Period, on or about May 1, 2023, Sponsor will post a call to action Instagram post from the @Patron Instagram account (“CTA Instagram Post”). After the CTA Instagram Post is posted, during the Promotion Entry Period, comment on the CTA Instagram Post the Required Hashtags (defined above) and tag a friend who is over 21 years of age (“Instagram Participation Action”). If the Promotion is still ongoing when your Instagram Participation Action is received by @Patron, you will receive a link via Instagram Direct Message back to you that directs you to the online registration form.

“CTA Tweet” and “CTA Instagram Post” individually and collectively “CTA Post(s).”

“Twitter Participation Action” and “Instagram Participation Action” individually and collectively “Participation Action(s).”

Once Participants have been redirected to the online registration form, to receive one (1) Entry in the Promotion, follow the prompts to complete the entry form by providing your name, date of birth, physical address, email address, and phone number. Entrant must also upload a photo of a margarita (no alcohol is required). Entries must be submitted to Fooji during the Promotion Entry Period.

Each Participant is limited to one (1) Entry during the Promotion Entry Period. Should Participant submit more than one (1) Entry, only the first complete Entry shall be considered valid. Internet access and phone/usage charges imposed by your online/phone service may apply. Each online entry form and Participation Action (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Entries (including

but not limited to Entries made using any script, macro, bot or sweepstakes service) will be disqualified. A maximum of one (1) Prize may be awarded per person and per delivery address in connection with the Promotion as outlined below. Purported Participation Actions that are incorrect or incomplete, received outside the Promotion Entry Period (including after all Prize(s) have been redeemed), or that contain obscene, offensive, or contain third party marks or competitive products, or depict irresponsible consumption of alcohol, or any other language communicating messages inconsistent with the positive images with which Sponsor wish to associate itself (all as determined by Sponsor's sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported Participation Action and/or online entry form. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each online entry form and/or Participation Action (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Participation Actions or online entry forms (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

The Promotion is in no way sponsored, endorsed, or administered by or associated with Twitter or Instagram.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Promotion via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Promotion. Check your mobile device's capabilities for specific instructions.

5) Prizes: There are six (6) Prizes available to be awarded in the Promotion (the "Prize") (detailed below). All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the verified Prize winner ("Verified Prize Winner"). Prizes are nontransferable and may not be substituted or redeemed for cash by selected Verified Prize Winner. No more than the stated number of Prizes will be awarded. Sponsor reserves the right to substitute the Prize for one of equal or greater value. Prize type(s) and components will be selected by Sponsor or its representatives in its/their sole discretion. All non-stated features of the Prize(s) are determined in Sponsor's sole discretion and subject to availability, including without limitation color, style, and sizing. Actual retail value of the Prize(s) may vary, including variations based on the Participants' location. **Total ARV of Prize available in this Promotion: \$14,200**

- a. Grand Prize:** There is one (1) Grand Prize available ("Grand Prize"). The Grand Prize is a trip for two (2) people to attend the Miami Grand Prix 2023. The Grand Prize shall be comprised of:

- Roundtrip coach airfare for Verified Prize Winner and his/her one (1) guest to/from Miami, FL, to/from the closest major U.S. airport to Verified Prize winner's residence (as determined by Sponsor);
- Two (2) nights hotel accommodation, double-occupancy, for Verified Prize Winner and his/her one (1) guest (Saturday, May 6, 2023 & Sunday, May 7, 2023);
- Two (2) tickets (one (1) each for Verified Prize Winner and his/her guest) to the Miami Grand Prix on Sunday, May 7, 2023;
- Two (2) tickets (one (1) each for Verified Prize Winner and his/her guest) to the PATRÓN Tequila after party on Sunday, May 7, 2023;
- Roundtrip airport transportation for Verified Prize Winner and his/her guest to/from the hotel in Miami; and
- Roundtrip after party transportation for Verified Prize Winner and his/her guest from/to the hotel in Miami.

The approximate retail value of the **Grand Prize is \$12,500**. The actual value of the Grand Prize may vary depending on various factors, including the date of booking, the point of departure, and the dates of travel.

b. Runner Up Prizes: There are five (5) Runner Up Prizes available (each a "Runner Up Prize"). Each Runner Up Prize is a PATRÓN Tequila watch party kit. Each Runner Up Prize shall be comprised of:

- 5x PATRÓN Tequila x Sergio Perez t-shirts
- 5x PATRÓN Tequila x Sergio Perez ballcaps
- 2x PATRÓN Tequila x Sergio Perez pennant flag décor
- 2x PATRÓN Tequila shakers
- 2x PATRÓN Tequila jiggers
- 2x PATRÓN Tequila rail mats
- 10x PATRÓN Tequila acrylic bottle replica glassware w / paper straws

The total approximate retail value of each Runner Up Prize is **\$340**.

"Grand Prize" and "Runner Up Prize" individually and collectively referred to herein as "Prize."

All travel will be arranged by Bacardi. Verified Grand Prize Winner and his/her guest(s) must commence and complete the trip by the dates specified by Bacardi (exclusions/blackout dates may apply). Verified Grand Prize Winner and his/her guest(s) must travel on the same itinerary. If Verified Grand Prize Winner is unable to travel on the dates booked and/or provided by Bacardi, then the Grand Prize will be forfeited and Verified Grand Prize Winner will not receive any additional prize or compensation in lieu of any prize, in whole or in part, except in Sponsor's sole discretion. All travel-related and other expenses not set forth herein, including but not limited to meals, ground transportation, parking, gratuities and incidental hotel expenses, are Verified Grand Prize Winner's sole responsibility. Unless otherwise agreed to in writing by Sponsor, Verified Grand Prize Winner is responsible for all transportation, tax, license, title fees and insurance for transportation and other related, applicable expenses. Both Verified Grand Prize Winner and his/her guests must be 21+ years or older. Verified Grand Prize Winner and his/her guest(s) are

responsible for obtaining all required travel documents, and compliance with any health restrictions. Verified Grand Prize Winner and his/her guest(s) must have valid government-issued photo identification at the time of travel. Sponsor may run a background check on Potential Grand Prize Winner and his/her potential guest(s). Sponsor may, in its sole discretion, disqualify Potential Grand Prize Winner or his/her potential guest(s) based on the results of such background check. While engaging in any Prize-related activities, Verified Grand Prize Winner and his/her guest(s) must follow all applicable government and Sponsor recommendations and guidelines with respect to Coronavirus/COVID-19. In the event the Verified Grand Prize Winner and/or his or her travel companion/s engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize Winner and/or his or her travel companion home with no further compensation.

6) Winner Selection: Odds of winning a Prize in this Promotion depends on the number of eligible Entries received during the Promotion Entry Period. Fooji will be the official time keeping device for the Promotion and all decisions by the Sponsor regarding the timing of Entries and the order in which they are received will be final and binding. Subject to compliance with these Official Rules, on or about 10:05 PM Eastern Time on May 5, 2023, Sponsor will select one (1) Potential Grand Prize Winner and five (5) Potential Runner Up Prize Winners in a random drawing from all eligible Entries received during the Promotion Entry Period. A maximum of one (1) Prize may be awarded per person, per QR Code Submission, per Twitter or Instagram account (if applicable) and per delivery address in connection with the Promotion. Local merchants that participate in the fulfillment partner network may provide fulfillment and delivery of the Prize(s). Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prize(s) may not be redeemed for cash value. In the event that a portion of the Prize does not take place as scheduled, for reasons such as cancellation or postponement or any other reasons beyond the control of Sponsor, Sponsor's sole responsibility will be to award the remaining portion of the Prize and no additional substitution or compensation will be provided.

AS SET FORTH ABOVE, YOU MUST MEET ALL OF THE ELIGIBILITY REQUIREMENTS, IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS PROMOTION AND WIN A PRIZE. Entries that are incorrect or incomplete, received outside the Promotion Entry Period, or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor and is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate an Entry or participate in the Promotion.

If you are chosen as a Potential Prize Winner, you will receive a winning notification via email and phone call indicating that you are a Potential Prize Winner. Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prize(s) may not be redeemed for cash value. Each Verified Prize Winner will be solely responsible for all applicable federal, state and local taxes on Prize(s) and may receive an IRS Form 1099 for the retail value of the Prize and must provide Sponsor with a valid

social security number if requested for tax reporting purposes. Potential Prize Winners are subject to verification and may be required to sign and return to Sponsor for its receipt within two (2) hours an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release, a W-9, and any other paperwork that may be required for receipt by Sponsor by the due date indicated in the notification message. Verified Grand Prize Winner's guest must complete and return a Liability Release, or any other paperwork required, within two (2) hours of notification in order to accompany Verified Grand Prize Winner on the Grand Prize trip. If any required documents are not timely received by Sponsor or if any message or mail intended for a winner is returned as undeliverable, or Potential Grand Prize Winner fails to respond to the prize notification within the stated time period, then the applicable Prize may be forfeited and an alternate Potential Prize Winner may be selected.

Prize(s) will be awarded only to addresses within the United States. Verified Prize Winner(s) will be solely responsible for all applicable federal, state and local taxes on Prize(s) and may receive an IRS Form 1099 for the retail value of the Prize and must provide Sponsor with a valid social security number if requested for tax reporting purposes. All expenses associated with the receipt and use of a Prize not specifically mentioned herein are solely the responsibility of the winners. Sponsor is not responsible for any delay or cancellation of any aspect of the Prize due to unforeseen circumstances, or those outside of Sponsor's control. Potential Prize Winners are subject to verification and may be required to sign and return to Sponsor for its receipt within two (2) hours an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification message. If any required documents are not timely received by Sponsor, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be forfeited.

7) General Rules / Limitations of Liability: By participating in the Promotion, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Promotion constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review, including a Participant list to be used by Fooji and its partners to re-target participants via email or the Fooji app, unless prohibited by law. By clicking "Enter Now," Participants authorize Fooji or their fulfillment partners to send text messages or phone calls notifying Participants of delivery details for their order. Participants understand that they are not required to agree to receive such messages as a condition of participation. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor, Bacardi U.S.A., Inc., and each of its respective parent companies, subsidiaries, affiliates, officers, directors, governors, owners, partners, distributors, retailers, advertising/Promotion/service agencies, dealers, licensors, agents, suppliers, independent contractors, and the other Promotion Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) 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, satellites,

servers, computers, software or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the Twitter and Instagram platforms or any combination thereof, or; (e) any injury or damage to Participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. The Sponsor and other Promotion Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Promotion; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, Twitter or Instagram accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Twitter or Instagram platform that are not acceptable to Sponsor, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Promotion in whole or in part. In the event Sponsor experiences a technical failure during admission of the Promotion that causes the Promotion to be suspended, Sponsor shall select Potential Prize Winners by random drawing from all valid entries received up to the point of the technical failure. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE PROMOTION, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR, BACARDI U.S.A., OTHER PROMOTION ENTITIES, INSTAGRAM, AND TWITTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE PROMOTION; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA POSTS OR OTHER ANNOUNCEMENTS RELATING TO THE PROMOTION. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR AND THE OTHER PROMOTION ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).**

BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, 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; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT 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. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Promotion Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the Prize(s) or any part thereof in the event that any of the Promotion activities or Promotion Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Promotion Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, pandemic or epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE PROMOTION ENTITIES. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

8) Privacy Policy: By entering the Promotion, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor and/or Bacardi subject to Bacardi's privacy policy posted at <https://www.patrontequila.com/privacy-policy.html> and terms and conditions posted at <https://www.patrontequila.com/terms.html> and Fooji's privacy policy posted at <https://www.fooji.com/privacy/>

9) Governing Law / Disputes/ Arbitration: Except where prohibited by law, as a condition of participating in this Promotion, each Participant agrees that (1) any and all disputes and causes of action arising out of or connected with these Promotion, including but not limited to Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively

by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant or Sponsor, in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

10) Severability: If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

11) Winners List: For a winners' list, no later than 60 days after the close of the Promotion, send an email request with the name of the Promotion to hello@fooji.com or mail your request together with a self-addressed stamped envelope to PATRÓN – CINCO 2023- Promotion Winner's List to Sponsor at the address noted in Section 3 above.

12) Consolidated Rules:

You must navigate to the URL for site entry (www.patrontequila.com/cinco-circuit) and follow the full instructions on the microsite, including uploading a picture of your Patrón margarita to complete your submission. Entrants must fill out all required information and forms in order for entry towards sweeps to be counted.

13) Questions? If you have any questions, you may contact us at help@fooji.com.

ABBREVIATED RULES

NO PURCHASE NECESSARY. Void where prohibited. Open to legal residents of the U.S. and D.C. 21 years or older. Begins 4/21/2023 at 12:00 p.m. ET and ends on 5/5/2023 at 9:59 p.m. ET. Prize/Odds: Total ARV of all Prizes \$14,200 USD. Odds of winning depend on the total number of eligible entries received. Subject to Official Rules located at <https://fooji.info/cinco23> . Sponsor: Fooji, Inc., 257 E. Short St. Suite 200, Lexington, KY 40507.