

**Aperol Sweepstakes for US Open 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 (FORMERLY KNOWN AS TWITTER) (“X”), 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 US Open 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 & Partners, LLC, Obviously Social, LLC, M Booth Associates, Inc, TPN Retail, We Are Swell, Inc., Wunderman Thompson LLC d/b/a VML, Mindshare USA, LLC, Soho Experiential LLC, United States Tennis Association Incorporated, USTA National Tennis Center Incorporated, Realtime Media LLC (“Administrator”) and each of their respective parents, affiliates, subsidiaries, representatives, shareholders, members, agents, employees, subcontractors, and their respective 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 July 1, 2024, and all entries must be received by the Sponsor on or before 11:59:59 p.m. ET on August 9, 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) online registration entry per entrant regardless of method of entry and one (1) method for obtaining Bonus entries via Sweepstakes share (up to ten (10) Bonus entries per entrant) if you enter via the Sweepstakes Microsite, as described below:

Complete Online Entry Form (see limit below):

- a) **On Sweepstakes Microsite:** During the Sweepstakes Period, visit <https://tennisweepstakes.aperol.com/en-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 required 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) Lead-Gen 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 Lead-Gen 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 Bonus Entries: After entering via the Sweepstakes Microsite, you may obtain bonus Sweepstakes entries ("Bonus entries") by using the share functionality provided to post a prepopulated message promoting the Sweepstakes on your X 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) Bonus entry into the Sweepstakes, up to a maximum of ten (10) Bonus entries (up to five (5) Bonus entries via X and five (5) Bonus entries via Pinterest share). You are not permitted to invite anyone under the age of 21 or anyone not eligible for this Sweepstakes.

Limit of one (1) entry per entrant for completing an online entry form during the Sweepstakes Period (regardless of method or combination of methods of entry) (and up to ten (10) Bonus entries, per entrant, 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. Potential winners may be required to show proof of being registered account holders. 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 three (3) potential winners selected in this Sweepstakes, via a random drawing on or about August 14, 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 potential winners. Decisions of the Sponsor and Administrator as to the selection of the potential winners 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:** Each 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, each 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) calendar days as a condition of receiving a prize. If a 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 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 a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a 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. A potential winner will be confirmed as a "winner" only after verification of eligibility by Sponsor. No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prizes set forth in these Official Rules, the winners of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. 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 winners.
7. **PRIZE/PRIZE RESTRICTIONS/APPROXIMATE RETAIL VALUES ("ARV"):** One (1) Grand Prize ("Grand Prize"), one (1) First Prize ("First Prize"), and one (1) Second Prize ("Second Prize") will be awarded in this Sweepstakes.
 - **One (1) Grand Prize:** One (1) Grand Prize consisting of: Two (2) courtside tickets for the winner and one (1) guest (two (2) tickets total) to attend the US Open Tennis Championships (the "Event") - Men's Finals on September 8, 2024. Exact seat location and all details to be determined by the Sponsor. Grand Prize also includes an Aperol gift pack*, a check in the amount of \$1,354 that can be used towards taxes, and a \$750 prepaid gift card. Gift card terms and conditions apply.

The ARV of the Grand Prize is \$6,663.

- **One (1) First Prize:** One (1) First Prize consisting of: Two (2) courtside tickets for the winner and one (1) guest (two (2) tickets total) to attend the Event- Quarter Finals on September 4th, 2024, session 20 (evening session). Exact seat location and all details to be determined by the Sponsor. First Prize also includes an Aperol gift pack*, a check in the amount of \$1,078 that can be used towards taxes, and a \$450 prepaid gift card. Gift card terms and conditions apply.

The ARV of the First Prize is \$5,184.

- **One (1) Second Prize:** One (1) Second Prize consisting of: Two (2) loge tickets for the winner and one (1) guest (two (2) total tickets) to attend the Event– Opening Day, evening Session 2 on August 26, 2024. Exact seat location and all details to be determined by the Sponsor. Second Prize also includes an Aperol gift pack*, a check in the amount of \$332 that can be used towards taxes, and a \$450 prepaid gift card. Gift card terms and conditions apply.

The ARV of the Second Prize is \$1,454.

US Open tickets are subject to all ticket terms and conditions, as well as all venue and US Open procedures, policies, protocols and mitigation measures, including, without limitation, security and guest conduct, health and safety, and applicable bag policies, and ticket holders must comply and abide by all such terms, conditions, procedures, policies, protocols and mitigation measures.

Tickets will be transferred to the Winner digitally via Ticketmaster and Winner must create a Ticketmaster account to receive tickets. Each Winner and guest must attend the Event on the dates specified by the Sponsor above.

TRAVEL AND ACCOMMODATIONS ARE NOT INCLUDED IN ANY PRIZE AND ARE AT THE EXPENSE OF THE WINNERS. WINNERS ARE RESPONSIBLE FOR ANY ALL TRAVEL TO AND FROM THE EVENT AND ANY ACCOMODATIONS IN CONNECTION WITH THE EVENT.

Total ARV of the Grand Prize, First Prize, and Second Prize is: \$13,301.

No part of any prize includes any alcoholic beverages. The Aperol gift pack* includes branded tennis themed swag as determined by Sponsor in its sole discretion.

FOR TICKETED EVENTS: Any other expenses or items not specifically listed, including but not limited to, air travel, ground 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. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing. If the ticketed event or any portion thereof is postponed, rained out, canceled, or for other reasons beyond Sponsor's and organizers' control does not occur, the Sponsor and 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 organizers. Lost or stolen tickets or passes will not be replaced. The Sponsor and 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 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. Winners agree to accept all space availability requirements established by the venue. Winners and guests must comply with all applicable laws, and any rules and regulations established by the venue. Sponsor, organizers, and the applicable venue representatives reserve the right to remove or to deny entry to any 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. 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(s) 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. Winners agree that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility.

COVID-19 Release and Waiver: Each 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 organizers may be compelled to modify, postpone or cancel the event. In all cases, winner releases and agrees to hold harmless Sponsor, organizers (as well as the other Released Parties) from any and all liability in conjunction therewith and, in no event, shall Sponsor, 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).

Prizes are 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 winners with a prize, the Sponsor may elect to provide winners 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). Winners 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. Each 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 any 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 a prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Limit one (1) prize per person. Winners will be contacted regarding

prize fulfillment within three (3) to five (5) days after winners are confirmed after the end of the Sweepstakes.

- 8. GENERAL:** Subject to applicable law, each 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 any prize to a winner. All copyright, trademark, or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning entrant 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, 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 entrants 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 prizes 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, the City of New York, X, Pinterest, Meta (Facebook), Instagram, and each of their respective directors, officers, employees, agents, successors, and assigns, (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 any 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 in the State 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. WINNERS LIST:** To receive the names of the prize winners, send a #10 self-addressed, stamped envelope for receipt by October 10, 2024, to: The Aperol Sweepstakes for US Open 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.