

**CABO WABO® TEQUILA PLEDGE OFFER 2024**  
**TERMS AND CONDITIONS**

**(Offer Items Available While Supplies Last)**

**NO ALCOHOL PURCHASE REQUIRED. VOID WHERE PROHIBITED.**

The Cabo Wabo® Tequila Pledge Offer 2024 (“Offer”) is sponsored by Campari America LLC (“Sponsor”), 1114 Avenue of the Americas, FL 19, New York, NY, 10036, and is administered by Twelve Thirty, LLC (“Administrator”).

1. **OFFER PERIOD:** The Offer will be open during the following races while the Footprint (defined in Rule 3) is open and while supplies of the Offer Item (defined in Section 3) last (“Offer Period”):

<b>Race Location</b>	<b>Scheduled Dates</b>
Daytona Beach, FL	February 17 – 18, 2024
Kansas City, KS	May 4 – 5, 2024
Brooklyn, MI	August 17 – 18, 2024

Offer Items will only be available at the applicable racetrack site during the races scheduled to occur as set forth above (each, a “Race”). The Offer Items are redeemable only while supplies last. The Administrator’s computer is the Offer official clock.

2. **ELIGIBILITY:** The Offer is available only to legal residents of the fifty (50) United States and the District of Columbia who are (i) at least twenty-one (21) years old, and (ii) physically in attendance at an eligible Race. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Offer (“Offer Entities”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Offer are not eligible to participate. NASCAR is not a Sponsor or in any other way involved with this Offer. Void and where prohibited or restricted by law. Participation constitutes participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Offer.
3. **HOW TO PARTICIPATE IN THE OFFER & OFFER DETAILS:** During an eligible Race within the Offer Period, while supplies last, an eligible participant (“Participant”) must physically visit the Cabo Wabo Tequila Garage which will be located in the midway (the “Footprint”) on-site at the Race. While at the Footprint, using his/her own mobile device, or with a designated brand representative at the Footprint on a provided tablet, the Participant must logon to CaboWaboPledge.com (the “Website”). At the Website, the Participant must first provide a valid date of birth, and then must complete the online registration by entering the information requested on the form, which may include without limitation: his/her first and last name (initials are not permitted), e-mail address, complete mailing address (P.O. Boxes are not permitted), date of birth, telephone number, completion of the online responsibility pledge, and affirmation he/she has read and agrees to be bound by the Terms and Conditions. After completing the

registration at the Website, the Participant will receive one (1) Cabo Wabo Tequila-branded cinch bag ("Offer Item"). The approximate retail value ("ARV") of each Offer Item is \$3.80. A total of five hundred (500) Offer Items will be available at each Race location during the Offer, for a total of one thousand five hundred (1,500) total Offer Items available in the entire Offer. The total ARV of Offer Items available at each Race location is \$1,900. The total ARV of all Offer Items available in the entire Offer is \$5,700. IMPORTANT: Message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Offer. Participants should consult their wireless provider's pricing plans.

**Limit:** There is a limit of one (1) Offer Item per Participant during the entire Offer Period.

- 4. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's mobile telephone or computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any item (or any component thereof); (d) any change in the Offer Items (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed items (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor,

including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. If Sponsor, in its discretion, elects to alter this Offer as a result of a Force Majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

5. **PRIVACY:** Sponsor's privacy policy is available at [https://www.cabowabo.com/policies/ENG\\_Campari.pdf](https://www.cabowabo.com/policies/ENG_Campari.pdf).
6. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving any Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a participant, the request will be declared made by the authorized account holder of the telephone number used to participate in the Offer. "Authorized account holder" is defined as the natural person who is assigned to a telephone number by a telephone service provider. Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and

Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

**Sponsor:** Campari America LLC, 1114 Avenue of the Americas, FL 19, New York, NY, 10036.