

TEQUILA DON JULIO FUND
2022 Hispanic Heritage Month Entrepreneurship Grants Program
Terms and Conditions

NO PURCHASE, PAYMENT OR FEE NECESSARY.

You must be a U.S. citizen or legal permanent resident of the U.S., 25 years of age or older (as of September 15, 2022), and identify as Hispanic American (including Latino American) to apply for the Grants Program.

1. **Overview.** Diageo Americas, Inc.'s Grants Program will award up to (5) grants of \$20,000 each as well as other associated benefits. Funding for the Grants Program will come from the Tequila Don Julio Fund, a donor advised fund with Diageo North America, Inc. as the donor and which is administered by Fairfield County's Community Foundation, an IRS 501(c)(3) organization. The Grants Program will be administered by ALPFA, Inc., an IRS 501(c)(3) organization ("Administrator").

2. **Program Schedule.**

Applications will be accepted beginning September 15, 2022 at 9:00 a.m. Eastern Time (ET).

Applications will be accepted until October 15, 2022 at 11:59:59 p.m. ET.

Grant Recipients will be notified by October 28, 2022.

Grant Recipients will receive funds by November 30, 2022, subject to approvals/processing by Fairfield County's Community Foundation.

Sponsor's computer is the official timekeeper for all matters related to the Grants Program.

3. **Additional Eligibility Criteria for Applicant.**

(a) For the Individual

- (i) Own at least 51% of the underlying business and be actively involved in the operation of the business. "Active involvement" refers to participation in the day-to-day operation of the business.
- (ii) Cannot have been convicted of a felony, Driving Under The Influence ("DUI"), Driving While Intoxicated ("DWI") or have a history of substance misuse and/or a substance use disorder.

- (iii) Not have a conflict of interest, defined as either personally knowing (i.e., a family member or friend) or him/herself working as employee, officer or director of Sponsor, Fairfield County's Community Foundation, Administrator or any other entity involved in the production, design, development or implementation of the Grants Program (with the sole exception of members of the Association of Latino Professionals For America [i.e., ALPFA, Inc.] who MAY participate provided that they are otherwise eligible as per these Terms and Conditions.)
- (iv) Cannot be an officer, director, member, principal or otherwise associated with a business that received a grant from Sponsor in the inaugural version of the Grants Program.

(b) For the Business

- (v) Must operate in the United States and have been in existence for at least two (2) years (calculated from September 15, 2022).
- (vi) Must be in good standing with all taxes paid and all licenses being current and valid.
- (vii) Must not be engaged in a prohibited trade/line of work as defined in Exhibit "A."
- (viii) Cannot have received a grant from Sponsor in the inaugural version of the Grants Program.

(c) For the Individual & Business

- (ix) Must not be a party to a pending lawsuit.
- (x) Cannot become the subject of public disrepute, contempt, or scandal so as to negatively impact their reputation.
- (xi) Cannot engage in any conduct that may disparage, denigrate, portray in an unfavorable light, or potentially adversely affect the business reputation and/or goodwill of Sponsor, its Don Julio brand of tequila, the Tequila Don Julio Fund, Fairfield County's Community Foundation, Administrator, or any other entity involved in the production, design, development or implementation of the Grants Program.

4. Application Procedure.

Visit the Grants Program website at hmfund.donjulo.com ("Website").

To the best of your knowledge and belief, complete all sections of the grant application, which consists of a series of questions about you and your business. The grant application should demonstrate your love and devotion to your craft which led you to start and thereafter develop your business. You should do the craft *por amor* – for the love.

ALL INFORMATION PROVIDED ON THE GRANT APPLICATION MUST BE TRUTHFUL; ANY MISREPRESENTATION, MISSTATEMENT OR ANY ATTEMPT TO DECEIVE OR DEFRAUD SPONSOR AND/OR ADMINISTRATOR – EITHER BY STATEMENT OR OMISSION – VOIDS GRANT APPLICATION; AND, IN SUCH CASE, SPONSOR, FAIRFIELD COUNTY'S COMMUNITY FOUNDATION AND ADMINISTRATOR EACH RESERVE THE RIGHT TO SEEK DAMAGES AGAINST THE APPLICANT AND/OR THE CORRESPONDING BUSINESS TO THE FULLEST EXTENT PERMITTED BY LAW.

BY SUBMITTING AN APPLICATION, YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED ANY NECESSARY AND APPROPRIATE CONSENTS FROM OTHER PERSONS ASSOCIATED WITH THE CORRESPONDING BUSINESS.

BY SUBMITTING AN APPLICATION, YOU (ON BEHALF OF YOURSELF PERSONALLY AND THE CORRESPONDING BUSINESS) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND DETERMINATIONS OF SPONSOR/ADMINISTRATOR REGARDING PARTICIPATION IN THE GRANTS PROGRAM, WHICH ARE FINAL AND BINDING IN ALL RESPECTS AND NOT SUBJECT TO APPEAL. SUCH DECISIONS INCLUDE BUT ARE NOT LIMITED TO WHETHER (OR NOT) AN APPLICATION FOR A GRANT IS ACCEPTED.

There is a limit of one (1) application per business. A given person may only apply on behalf of one (1) business. Violation of these limits voids all applications submitted by such business or person (as applicable). Sponsor/Administrator may acknowledge receipt of application but any such acknowledgment is not otherwise binding upon Sponsor and/or Administrator.

(If you/your business applied for (but did not receive) a grant last year in the inaugural version of the Grants Program, you may apply for a grant again this year. You/your business must submit an application for this year's Grants Program. Sponsor/Administrator reserve the right to review your application for this year's Grants Program by consulting materials and information included in you/your business' application for the inaugural version of the Grants Program. If you submitted an

application for last year's Grants Program but did not receive a grant and it's the same business as last year, your application should include a discussion of how the Business has evolved or changed since last year. But, if it's not the same business as last year, your application should include a discussion of how the new Business is different from the old one, for which you submitted an application in last year's Grants Program.†)

†A Business is the "same" even if the underlying form of organization and structure has changed; e.g., Business changed from a limited liability company ["LLC"] to a corporation.

Be sure that you are comfortable with the content of your application before submitting it, as an application cannot be supplemented or modified thereafter except upon the request of Sponsor/Administrator as per Paragraph 6 below. All elements of application must be submitted during the same on-line session, except as otherwise requested by Sponsor/Administrator as per Paragraph 6 below.

When completing the application, do NOT disclose any information which is proprietary, confidential to or any trade secret of you or your business. Sponsor and Administrator will treat all information provided by Applicant as non-confidential, with Sponsor and Administrator not having any fiduciary duty of any kind to you and/or your business relative to same. The preceding includes sharing information contained in the application with an advisory board if the application is initially determined by Sponsor/Administrator to be eligible (as discussed below).

*Applicants' personal information will only be used for purposes of administration of Grants Program,** unless an Applicant expressly consents beforehand in writing to such other use by Sponsor. For more information, please review Diageo's Privacy & Cookie Notice at https://footer.diageohorizon.com/dfs/assets/www.donjulio.com/PrivacyPolicy_uen.html?locale=uen-us as well as Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.donjulio.com/TnC_uen.html?locale=uen-us. In the event of any discrepancy between the privacy & cookie notice and these Terms and Conditions, the privacy & cookie notice shall control and govern; in the event of any discrepancy between the conditions of use and these Terms and Conditions, the conditions of use shall control and govern.*

**Without limitation, Sponsor will share Applicant's personal information with Administrator (as well as advisory board, if the application is preliminarily determined by Sponsor/Administrator to be eligible, as discussed below) solely for the purpose of reviewing grant applications.

5. Application Procedure: Content of Application.

Application will be rejected (and not forwarded to advisory board for further consideration) if Sponsor or Administrator determine in their sole discretion that the application:

- (a) Indicates that Applicant/business is engaged in a prohibited trade/line of work as defined in Exhibit "A."
- (b) Includes any material that degrades or demeans the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status.
- (c) Includes any material that is obscene, provocative, lewd or otherwise objectionable.
- (d) Is submitted in bad faith, including any knowing and intentional misstatement, misrepresentation, deceit or other act of fraud.
- (e) Is in violation of these Terms and Conditions.

If preliminarily determined to be eligible, application will then be reviewed by an advisory board comprised of trailblazing Hispanic professionals in the entertainment and fashion industries, representatives of Administrator, as well as the Grant Recipients from the inaugural version of the Grants Program. For the avoidance of doubt, all recommendations by the advisory board as to the awarding of grants are subject to approval of Sponsor which may be granted or withheld in its sole discretion.

By submitting an essay or video as part of an application, you (on behalf of yourself personally and the corresponding business) represent and warrant that any person(s) referenced therein has given his or her express written consent to the reference and use as contemplated by these Terms and Conditions and that you have obtained written permission for such use from any such person. Submission of an essay or video as part of an application grants Sponsor the right to use, publish, adapt, edit and/or modify such submitted material(s) in any way, in whole or in part, and to use same, and any ideas or concepts contained therein, in commerce and in any and all media now known or hereafter discovered, worldwide, including but not limited to the Website, without limitation or compensation to you as the Applicant (or the corresponding business) and without right of notice, review or approval of any such use of the essay /or video. Any such use of the essay or video shall NOT be construed as Sponsor/Administrator accepting the underlying application and issuing a grant.

6. Application Procedure: Interviews.

Sponsor/Administrator and/or advisory board may, in their sole discretion, conduct a brief interview with Applicant and/or with other authorized representatives of corresponding business. In any such interview, Applicant will be requested to expand upon their application; Applicant or other authorized representatives of corresponding business may be required to submit additional information and materials so as to complete the grant

application. The need for any such interview (as well as the person[s] contacted to participate in such interview and the information/materials requested of such person[s]) shall be determined by Sponsor/Administrator/advisory board in their sole discretion on a case-by-case basis.

Application will be rejected if Sponsor or Administrator determine in their sole discretion that:

- (a) Applicant or other authorized representatives of corresponding business (as applicable) acted in a rude, obnoxious or offensive manner toward any representative of Sponsor/Administrator/advisory board during any such interview.
- (b) Applicant or other authorized representatives of corresponding business (as applicable) acted in bad faith in the context of any such interview, including any knowing and intentional misstatement, misrepresentation, deceit or other act of fraud.
- (c) Applicant or other authorized representatives of corresponding business (as applicable) fail to attend any such interview.
- (d) Applicant or other authorized representatives of corresponding business (as applicable) fail to provide any materials and/or information requested by Sponsor/Administrator/advisory board in conjunction with such interview without providing an acceptable reason for doing so.

Applicant further consents to Sponsor and Administrator conducting a background check regarding him/herself as well as to fully cooperate with Sponsor/Administrator in the conduct of such background check by providing any requested information and materials in conjunction therewith. Applicant further understands and agrees that Sponsor/Administrator may reject the grant application based on Sponsor's/Administrator's interpretation of the results of the background check, in which case Sponsor, Administrator, individual members of the advisory board and Fairfield County's Community Foundation will not have any liability of any kind.

7. Notification of Grant Recipients.

Grant Recipients (i.e., the Applicant who submitted a successful grant application on behalf of the corresponding business) will be notified by phone and/or e-mail based on the contact information included in their application. Grant Recipient must respond to such notification within two (2) business days or grant may be rescinded by Sponsor, in which case Sponsor and Administrator (as well as advisory board) will not have any liability to Grant Recipient (i.e., Applicant and corresponding business) under any legal theory.

Grant Recipient must execute and return to Sponsor/Administrator an affidavit of eligibility, liability release, and, where lawful, a publicity release within two (2) business days of transmission. Should Grant Recipient fail to do so, grant may be rescinded by Sponsor, in which case Sponsor and Administrator (as well as advisory board) will not have any liability to Grant Recipient under any legal theory.

8. **Grant.**

Grant is a single lump sum payment, via check, made payable to Grant Recipient (i.e., Applicant on behalf of the corresponding business) along with a digital business marketing package from Sponsor (i.e., a portfolio of digital assets that Grant Recipient may use to promote their business, including entrepreneur headshots, still images as well as two [2] video assets highlighting their business and the craft that they do *por amor*) and access to a mentorship session with one (1) of the Grant Recipients from the inaugural version of the Grants Program (specific Grant Recipient offering mentorship session to be determined by Sponsor; additional restrictions apply). Grant Recipient (i.e., the Applicant individually) will also receive Gold membership for five (5) years in ALPFA. Sponsor will also create features regarding Grant Recipient to be posted on www.donjulio.com as well as on the official social media accounts of Don Julio Tequila. Grant Recipient (i.e., Applicant on behalf of the corresponding business OR individually as the case warrants) agrees to fully cooperate with Sponsor in the creation of such features, including (a) confirming the accuracy of all information included therein; and (b) providing any and all necessary consents to be identified personally in the features as well as for the corresponding business to be identified in the features. Grant Recipient further understands and agrees that (a) as between Grant Recipient on the one hand and Sponsor on the other, Sponsor shall own any and all rights to the features; (b) Sponsor shall have complete creative control over the content of the features and their posting on www.donjulio.com and on the official social media accounts of Don Julio Tequila; (c) Grant Recipient shall not be owed any royalty or other payment in conjunction with such use of the features; and (d) Grant Recipient will sign any and all documents required by Sponsor to perfect, confirm or memorialize all of the preceding rights granted relative to the features, upon Sponsor's request and without compensation/consideration of any kind. The elements provided, taken together with the Grant itself, have a total approximate retail value of \$30,000.

Grant monies are awarded based on the understanding of Sponsor and Administrator that they will be used solely by Applicant to advance the development of the corresponding business and NOT for their personal use. Should Sponsor and/or Administrator discover that Applicant is not using the grant monies (and/or digital

business marketing package) as intended, Sponsor and Administrator each reserve the right to pursue all available legal remedies to recover the grant monies and digital business marketing package from such Applicant and the value of the other components of the grant award as well as pursuing other remedies so as to protect their respective rights under applicable law.

Should Sponsor elect not to award all five (5) grants, neither Sponsor nor Administrator (nor advisory board members; Fairfield County's Community Foundation) shall have any liability in conjunction with such decision.

Grant Recipient is solely responsible for all applicable federal, state, and local taxes as well as any other costs and expenses associated with grant acceptance and use not specified herein. Sponsor/Administrator/Fairfield County's Community Foundation will report to the Internal Revenue Service and any applicable U.S. State tax authorities the grant award to Grant Recipient (i.e., the grant monies and the fair market value of the other components of grant award), and Grant Recipient (i.e., Applicant on behalf of the corresponding business) agrees to fully cooperate with Sponsor/Administrator/Fairfield County's Community Foundation as to same.

9. Releases.

Applicant (on behalf of him/herself personally and corresponding business) releases, indemnifies, discharges and holds harmless Sponsor, Administrator, Fairfield County's Community Foundation, their respective parents, affiliates, subsidiaries (in the case of Sponsor, including specifically Diageo North America, Inc.); individual members of the advisory board; any other entity involved in the production, design, development or implementation of the Grants Program; advertising and promotion agencies; and the shareholders, directors, officers, employees, agents, and representatives of each of the foregoing from any and all injuries, liability, losses, and damages of any kind to persons, including death or property damage resulting, in whole or in part, directly or indirectly, from participation in the Grants Program and, if applicable, the receipt, acceptance, use/misuse of any component of the grant award including but not limited to the grant monies.

Except where prohibited by law, submission of a grant application constitutes Grant Recipient's (i.e., Applicant on behalf of him/herself personally and corresponding business) consent to use of his/her name, likeness and biographical data as well as the name and publicly available information regarding corresponding business for advertising and promotional purposes without compensation, including on the

Website. ANY SUCH USE DOES NOT CONSTITUTE ANY REPRESENTATION BY SPONSOR OR ADMINISTRATOR THAT A GIVEN GRANT APPLICATION HAS BEEN ACCEPTED NOR IS IT OTHERWISE BINDING UPON SPONSOR OR ADMINISTRATOR (OR ADVISORY BOARD MEMBERS) UNDER ANY LEGAL THEORY. DO NOT SUBMIT A GRANT APPLICATION IF YOU/YOUR BUSINESS IS NOT COMFORTABLE WITH THE FACT THAT ITS APPLICATION FOR GRANT MONIES VIA THE GRANTS PROGRAM MAY BECOME PUBLIC.

Except where prohibited by law, acceptance of grant award constitutes Grant Recipient's (i.e., Applicant on behalf of him/herself personally and corresponding business) consent to use of his/her name, likeness and biographical data as well as the name and publicly available information regarding corresponding business for advertising and promotional purposes without additional compensation. For clarity, such use includes but is not limited to the Grant Recipient "features" component of the Grant. ISSUANCE OF GRANT AWARD DOES NOT CONSTITUTE ANY ENDORSEMENT OR SPONSORSHIP OF GRANT RECIPIENT OR HIS/HER BUSINESS. NOTHING HEREIN MAKES GRANT RECIPIENT (I.E., THE APPLICANT INDIVIDUALLY) AN EMPLOYEE OF SPONSOR OR ADMINISTRATOR UNDER ANY LEGAL THEORY. NOTHING HEREIN CONSTITUTES A PARTNERSHIP, JOINT VENTURE OR OTHER FORM OF BUSINESS RELATIONSHIP BETWEEN SPONSOR OR ADMINISTRATOR, ON THE ONE HAND, AND GRANT RECIPIENT (I.E., THE CORRESPONDING BUSINESS) ON THE OTHER.

Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Grants Program without notice or further obligation.

10. Limitations of Liability.

Sponsor and Administrator disclaim any and all liability for any of the following under any legal theory:

- (a) Lost, late, incomplete, jumbled, corrupted, inaccessible, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled applications or components thereof (including any additional information and/or materials which may be requested by Sponsor/Administrator/advisory board as per Paragraph 6).
- (b) Inability to contact an Applicant, other authorized representatives of Applicant's business or Grant Recipient for any reason (including outdated/invalid contact information on application.)
- (c) Lost, interrupted or unavailable network, server, Internet Service Provider, website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable

transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or 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 implementing the Grants Program.

- (d) Incorrect or incomplete information, whether caused by Applicant or other persons, tampering, hacking, or by any equipment or programming associated with or utilized in the Grants Program.
- (e) Injury or damage to any person's computer or mobile device (or any information/data stored thereon) related to or resulting from participating in the Grants Program or downloading materials from or use of the Website.

EXHIBIT A

PROHIBITED TRADE/LINE OF WORK

- Not-for-profit, including any business which donates a portion of its proceeds to charity.
- Political fundraiser or activism.
- Manufacturer, distributor or retailer of health and wellness products, including dietary and nutritional supplements or energy drinks.
- Alcohol beverage licensee of any kind, including wholesalers, retailers, distributors and importers of distilled spirits, wine and/or malt beverages.
- Manufacturer, distributor or retailer of games, toys, clothing or other products designed specifically for children.
- Financial related services of any kind (including credit counseling, lending or payment processing).
- Time-share or other investment opportunities of any kind.
- Gambling enterprise.
- Adult entertainment.
- Manufacturer, distributor or retailer of controlled substances, tobacco, e-cigarettes or cannabis.
- Manufacturer, distributor or retailer of firearms and other forms of weapons.
- Businesses engaged in illegal, potentially illegal, or illegitimate activities as adjudged in Sponsor's determination