

Diageo Marketing Code Compliance Tool Terms of Use

1. Introduction

The Diageo Marketing Code (“DMC”) Compliance Tool is an AI-enabled system for the initial review of marketing content of Diageo brands, (“the Content”) to [assess compliance with the Diageo Marketing Code] (“the Purpose”) and support decision-making by human reviewers. The tool will not approve or reject any content without human intervention. There are three possible outcomes of a DMC evaluation by the AI tool

Red: High Risk of Non-Compliance with the DMC

Amber: Medium Risk of Non Compliance with the DMC

Green: Low Risk of Non-Compliance with the DMC - Content looks Okay

2. User Eligibility

2.1 These Terms of Use apply to use of the DMC Compliance Tool by employees of Diageo group companies and third party agencies engaged by Diageo (“Authorised Users”):

- 2.1.1 If you are the employee of a Diageo group company, any references to instructions and consent shall mean instructions or consent given by your line manager.
- 2.1.2 If you are the employee of a third-party agency engaged by Diageo, any references to instructions and consent shall mean instructions or consent given by your Diageo contact.

2.2 Subject to the provisions of these Terms of Use, Diageo grants to the Authorised Users a non-exclusive, non-transferable licence to access and use the DMC Compliance Tool for the Purpose, in accordance with the instructions notified to the Authorised User by Diageo from time to time.

2.3 The licence in Clause 2.2 is conditional on the Authorised User’s continued compliance with these Terms of Use and Conditions. The licence may be withdrawn or modified by Diageo, at Diageo’s absolute discretion, by written notice with immediate effect at any time.

3. Usage Guidelines

3.1 Authorised Users shall:

- 3.1.1 comply with any DMC Compliance Tool security requirements, DMC Compliance Tool user manual and any instructions regarding your use of the DMC Compliance Tool notified to you from time to time;

- 3.1.2 keep confidential and not disclose to any other person your password and take reasonable steps to prevent others from using your username and password.
- 3.1.3 not permit any other person to access or use the DMC Compliance Tool using your user credentials.
- 3.1.4 Immediately notify csi@diageo.com if you become aware of or suspect that your password has become known to any other person, or if you become aware of, or suspect, any unauthorised access to or use of the DMC Compliance Tool.
- 3.1.5 not use the DMC Compliance Tool or any Content for any purpose other than the Purpose;
- 3.1.6 not use the DMC Compliance Tool or any Content except as expressly authorised under these Terms of Use and in accordance with the instructions of Diageo as notified to the Authorised User from time to time;
- 3.1.7 not, without the prior written consent of Diageo, make Content available via the Authorised User's website or digital asset management system nor otherwise publish, transmit, broadcast, distribute, make available or communicate any Content to any person, whether in hard copy or in any other form for any purpose other than the Purpose;
- 3.1.8 keep strictly confidential and not disclose to any third party for any purpose any Content, except in connection with the Purpose, or with the prior written consent of Diageo; and
- 3.1.9 use all reasonable endeavours (including without limitation by using up-to-date virus checking software) not to corrupt or interfere with the operation of the DMC Compliance Tool or expose it to any viruses, worms or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment.

3.2 Diageo reserves the right, at its absolute discretion, to restrict or remove an Authorised User's access to the DMC Compliance Tool at any time, and the Authorised User shall immediately discontinue its use of the DMC Compliance Tool on written notice from Diageo.

3.3 Diageo reserves the right to monitor any Authorised User's access to and use of the DMC Compliance Tool. Any such monitoring shall be solely for the purpose of ensuring compliance with these Terms of Use, the respect of Diageo's Intellectual Property Rights or other legitimate Diageo internal purposes.

3.4 If you are a Diageo group employee, Diageo reserves the right to take disciplinary action against you if you do not comply with these User Terms.

3.5 Where requested by Diageo, Authorised Users shall upload or supply for upload into the DMC Compliance Tool a copy (in such format as agreed upon between the parties) of Content created by or on behalf of the Authorised User for Diageo.

3.6 The Authorised User acknowledges that Content uploaded to the DMC Compliance Tool may be accessible by third parties. The Authorised User confirms that it shall not have any expectation of privacy with respect to any Content uploaded to the DMC Compliance Tool by or on behalf of the Authorised User.

3.7 Authorised Users confirm that Diageo shall be entitled to assume that any Content uploaded into the DMC Compliance Tool using the username of any Authorised User has been uploaded into the DMC Compliance Tool by or on behalf of that Authorised User.

4. Data Protection

4.1 Diageo may collect and store any personal information that you submit ("Personal Information") for purposes of facilitating your access to and use of the DMC Compliance Tool and for monitoring and enforcing your compliance with these User Terms. Diageo shall not store, disclose, transfer or otherwise use such Personal Information. Diageo shall comply with its obligations under applicable laws relating to data protection and privacy, including treating such Personal Information responsibly and taking reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse of such Personal Information. Any such monitoring shall not in any way affect your liability under these User Terms for any reason. You can amend your Personal Information at any time by contacting digitalcompliance@diageo.com. If your account is inactive for more than 9 months Diageo reserves the right to delete your Personal Information from the site.

4.2 Please see our Privacy Notice for more information about how Diageo processes your personal information and your rights in connection with that personal information:
- https://footer.diageohorizon.com/dfs/assets/policies.diageohorizon.com/PrivacyPolicy_en.html

5. Intellectual Property

5.1 Nothing in these Terms of Use shall give the Authorised User any rights to the DMC Compliance Tool itself, any software, information, documentation or manuals relating thereto or to any Content except as expressly set out in these Terms of Use.

5.2 You acknowledge that the output of the DMC Compliance Tool ("the Reports") is the proprietary, confidential material of Diageo and may contain trade secrets. You shall treat the Reports as confidential unless instructed otherwise by Diageo.

6. Human Review

6.1 The DMC Compliance Tool uses artificial intelligence to generate Reports. AI systems can produce inaccurate or fabricated pieces of information, or reflect biases present in their training data. As a result, you are responsible for ensuring that any

content generated by the DMC Compliance Tool is accurate, fair and free of bias and that all Content complies with Diageo's values, ethics and quality standards.

6.2 You must not proceed to use any Content uploaded to the DMC Compliance Tool without ensuring it has passed a human review that has confirmed it is in line with clause 6.1.

6.3 If you disagree with the Report generated by the DMC Compliance Tool, you must notify your local Diageo Marketing Code approver and only override an AI-generated red or yellow mark, if they advise to do so.

7. Modification of These Terms and Termination of Access

7.1 Diageo may modify these User Terms from time to time by notice to you. Notice may be given by way of the logon screen for the DMC Compliance Tool. You shall be deemed to have accepted such modifications by continuing to access and/or use the DMC Compliance Tool and/or by clicking any on screen "Confirm" or similar button.

7.2 You shall immediately discontinue your use of the DMC Compliance Tool on notice from Diageo.

8. Authorised User's Indemnities

8.1 Each Authorised User shall indemnify and keep indemnified Diageo and their directors and employees (each an "Indemnified Party") against any and all claims, liabilities, damages, losses, and any and all third party claims and costs and/or expenses (including without limitation legal costs and expenses) incurred by an Indemnified Party in connection with:

8.1.1 any breach by the Authorised User of its obligations under these Terms of Use;

8.1.2 any negligence and/or misconduct by the Authorised User in relation to the DMC Compliance Tool;

8.1.3 any loss, corruption or damage to the DMC Compliance Tool or any Content caused by any act or omission of the Authorised User;

8.1.4 any unauthorised use of the DMC Compliance Tool or any Content by the Authorised User or any related unauthorised user of the DMC Compliance Tool;

9. Diageo's Warranties and Indemnity

9.1 Diageo warrants that:

9.1.1 it shall use its reasonable endeavours not to introduce any software malware, virus, or other contaminant into the DMC Compliance Tool that may infect, damage or corrupt the Authorised User's systems; and

9.1.1 it has taken and shall continue to take all reasonable steps to ensure that the DMC Compliance Tool is secure.

9.2 Save as expressly set out in these Terms of Use, Diageo gives no warranty nor representation, either express or implied, of any kind in respect of the DMC Compliance Tool or any Content or Reports.

9.3 The Authorised User accepts that Diageo shall have no responsibility for any interruptions or capacity constraints affecting the DMC Compliance Tool arising from any cause, including without limitation constraints arising from telecommunications networks or service providers and reasonable interruptions for testing, repair, maintenance and service integration.

9.4 Diageo agrees to indemnify and keep indemnified the Authorised User and its Affiliates, and their respective directors and employees (each an “Authorised User”) against any and all claims, liabilities, damages and losses and any and all third party claims and costs and/or expenses (including without limitation legal costs and expenses) incurred by the Authorised User arising out of or in connection with any breach by Diageo of its obligations under these Terms of Use.

9.5 The indemnity in Clause 9.4 in respect of third party claims and any associated liabilities, damages, losses, costs and/or expenses (including without limitation legal costs and expenses) is conditional upon the Authorised User:

9.5.1 promptly notifying Diageo of any actual or threatened claim;

9.5.2 making no admissions without Diageo’s prior written consent; and

9.5.3 allowing Diageo control over any negotiations or litigation and/or the defence or settlement of any claim and providing Diageo with all reasonable assistance in this respect (with the reasonable costs of such assistance to be paid by Diageo), including the right to conduct any negotiations or litigation in the name of the Authorised User.

9.6 Where any claim or dispute arises in connection with any of the above, Diageo’s liability under Clause 9.4 shall be limited to the greater of (i) £5,000,000; or (ii) the amount of any cap on any Diageo Group company’s liability under any agreement relating to the Authorised User’s supply of services to Diageo which is in force at the date of the claim or dispute. For the avoidance of doubt, this limit is not an aggregate but shall apply separately to each individual dispute or claim. Nothing in these Terms and Conditions shall exclude or limit the liability of Diageo in respect of death or personal injury caused by its negligence.

10. Contact Information

If you experience any issues when using the DMC Compliance Tool or have any questions or feedback, please contact digitalcompliance@diageo.com

11. Choice of Law

If you are a Diageo group employee these terms are governed by the same law and jurisdiction as your employment contract. If you are a representative of an Authorised User these terms are governed by English law and non-exclusive jurisdiction is given to the English courts.