BUCHANAN'S ASADO CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. MUST BE 21 YEARS OF AGE OR OLDER AND A LEGAL RESIDENT OF THE 48 CONTIGUOUS UNITED STATES OR WASHINGTON, DC. VOID IN ALASKA, HAWAII AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. <u>Contest Period</u>: The BUCHANAN'S ASADO CONTEST ("Contest") begins on April 1, 2025 at 12:00 a.m. Eastern Time (ET) and ends on June 30, 2025 at 11:59:59 p.m. Eastern Time (ET).
- 2. How To Enter: There is only one (1) way to enter this contest.
- A. Go to https://www.buchananswhisky.com/en-us/asado ("Website")† and verify your age.
- **B.** Following the instructions on Website, provide all required information on the entry form, including your first name, last name, date of birth, city/state, zip code, phone number and e-mail address.

Then, upload your (a) video or (b) photo and story showing and/or discussing how you celebrate with and bring flavor to an asado (a video or photo and story being collectively referred to as "Content"). If submitting a video, it cannot exceed (30) seconds in length. If submitting a photo and story, the story cannot exceed (500) words in length, with photo and story being submitted during the same on-line session. Content must be submitted in compliance with the technological requirements and instructions of Website; acceptable file formats are: *JPG*, *PNG*, *mp4*, *MOV*, *Word*, or *PDF*.

†You may access the mobile version of the Website by scanning the QR Code found on Contest advertising materials where available.

Any individual who is shown or referenced in Content must be at least 21 years of age and entrant must secure any such individual's consent beforehand.

In submitting Content, entrant represents and warrants that, to the extent applicable and to the best of his/her knowledge and belief, the information included in the entry is truthful.

CONTENT MUST BE THE ORIGINAL WORK OF ENTRANT.

DO NOT SHOW OR REFERENCE THE CONSUMPTION OF ALCOHOL IN CONTENT. VIOLATION OF THIS RESTRICTION WILL RESULT IN AUTOMATIC DISQUALIFCATION.

DO NOT INCLUDE NUDITY OR OTHER INAPPROPRIATE MATERIAL AS PART OF CONTENT.

Internet access and valid e-mail address are required to enter the Contest. If utilizing the mobile version of the Website (including scanning QR Code), wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan as well as reviewing your phone's capabilities for specific instructions as to utilizing QR Code (if applicable). Not all cellular phone providers carry necessary service to enter via mobile version of Website (including the ability to scan QR Code to access same). Wireless Internet access is not available in all areas.

All entries must be received by June 30, 2025 at 11:59:59 p.m. Eastern Time (ET).

There is a limit of one (1) entry per person. Multiple entries will automatically result in disqualification. Receipt of entry may be acknowledged by Sponsor, but any such acknowledgment is not binding other than indicating that entry has been received. No alterations or forged entries are permitted. Prize will be awarded to the name corresponding to the e-mail address indicated on the entry form.

By submitting Content (also referred to as "Contest Entry"), you agree that your Contest Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may declare your Contest Entry void and disqualify you from the Contest if it believes that your Contest Entry fails to conform, for any reason Sponsor deems appropriate in its sole discretion, to these Official Rules.

Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect the ability of a Website visitor to enter on-line (including scanning the QR Code to access mobile version of Website); or the ability of the Sponsor to notify the winner. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, garbled, corrupted, jumbled, inaccessible, incomplete, incorrect entries or other Contest materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries become the property of the Sponsor and will not be returned.

Entrants' personal information will only be used for purposes of Contest administration unless an entrant 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.buchananswhisky.com/PrivacyPolicy_uen.html?locale=uen-us and Diageo's Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.buchananswhisky.com/TnC_uen.html?locale=uen-us. In the event of any discrepancy between the privacy and cookie notice and these Official Rules, the privacy and cookie notice shall control and govern; in the event of any discrepancy between the conditions of use and these Official Rules, the conditions of use shall control and govern.

3. **Prize:**

One (1) Grand Prize will be awarded. Grand Prize is a Charcoal Grill ("Grill"). Sponsor will determine the specific model, manufacturer and features of the Grill in its sole discretion. Approximate Retail Value: \$1,249.00.

<u>Assembly required.</u> To assemble Grill, winner must follow instructions provided by the Grill's manufacturer.

GRILL IS DESIGNED SOLELY FOR OUTDOOR USE IN A WELL-VENTILATED AREA. It is the Grand Prize winner's sole responsibility to operate the Grill in compliance with the user instructions and all safety instructions of its manufacturer.

All costs and expenses not specified in these Official Rules (including but not limited to charcoal briquets, Grill cover, desired accessories not included with Grill as well as additional tools needed to assemble Grill, as applicable) are the winner's sole responsibility.

ALCOHOL IS NOT PART OF PRIZE.

Prize must be accepted as set forth herein. Actual prize may differ from depictions of same in Contest advertising (including Website), with Sponsor disclaiming any and all liability in conjunction therewith. Such images are provided solely for purposes of illustration and are not binding upon Sponsor in any respect. If winner declines Prize for any reason, no compensation or alternate prize will be awarded in its place.

4. Winner Determination:

Winner will be selected via judging, to be conducted by a judging panel based on the following equally weighted criteria:

- a. Creativity
- b. Originality
- c. Alignment with the spirit of the 200%: those who proudly embrace both their 100% Hispanic heritage and 100% American culture all at once.

The Contest Entry ranked first will win the Grand Prize, subject to verification of entrant's eligibility and compliance with these Official Rules.

The judging panel shall be comprised of representatives of BUCHANAN'S Blended Scotch Whisky and Judges (i.e., Avid, Inc. dba Avid Marketing Group, the independent, third party judging agency retained by Sponsor to assist with administration of the Contest). In evaluating Contest Entries, the judging panel will take into account whether the content was submitted in the form of a video or photo and story. By entering, you understand and agree that the results of the judging panel's evaluation of Contest Entries is confidential and proprietary information belonging to Sponsor and waive any right or claim to review or inspect such results.

In the unlikely event of a tie, the winner shall be the tied entrant who had the higher/highest score in Alignment with the spirit of the 200%: those who proudly embrace both their 100% Hispanic heritage and 100% American culture all at once.

In all cases, the decisions of the judging panel will be final and binding in all matters relating to this Contest.

Winner will be selected on or about July 3, 2025.

Winner will be notified by e-mail and/or phone from Judges on or about July 7, 2025 (method[s] of notification is of Sponsor's sole determination). The e-mail communication will include an affidavit of eligibility, a liability release and a publicity release (where lawful), which must be signed by winner within five (5) days of notification or Prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion. If winner cannot be located or does not respond to attempt to be contacted within five (5) days, Prize will automatically be forfeited and an alternate winner may be selected at Sponsor's sole discretion.

Except where prohibited, acceptance of Prize constitutes winner's consent to use of their name, likeness and biographical data for advertising and promotional purposes without additional compensation.

WINNER AGREES THAT AN ELECTRONIC SIGNATURE/AFFIRMATION OR FACSIMILE VERSION OF THE AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A HAND-SIGNED DOCUMENT. NOTWITHSTANDING THE FOREGOING, SHOULD SPONSOR/JUDGES DETERMINE IN THEIR SOLE DISCRETION THAT THE ELECTRONICALLY SIGNED/AFFIRMED/FACSIMILE VERSION OF THE AFFIDAVIT/RELEASE IS NOT ACCEPTABLE, SPONSOR MAY CONDITION AWARD OF PRIZE ON RETURN OF THE ACTUAL HAND-SIGNED DOCUMENT.

Winner must furnish valid proof of age (for example, a government-issued driver's license, birth certificate or passport). An affidavit of eligibility, liability release and publicity release (where lawful) must be provided to Judges before prize can be received. No prize will be awarded unless the Affidavit has been received by Judges.

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

5. <u>Contest Entries</u>: All materials, documents, information and data submitted by entrant in connection with this Contest, including the Contest Entry are the property of Sponsor and will not be returned. By entering the Contest, entrants represent and warrant that their Contest Entry is their sole, original work and that it does not infringe upon the rights of any other party, including but not limited to any intellectual property, trade secret or other proprietary rights of any other party. The preceding includes but is not limited to any audio component of Content (if a video). By submitting a Contest Entry, entrant further represents and warrants that any person(s) referenced or depicted in his/her entry has given his or her express written consent to

the reference/depiction and use as contemplated by these Official Rules and that entrant has obtained written permission for such use from any such person(s). Submission of an entry grants Sponsor the right to use, publish, adapt, edit and/or modify Contest Entry in any way, in whole or in part, and to use such Contest Entry, 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 and/or on one or more of the official social media accounts of BUCHANAN'S Blended Scotch Whisky, without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the Contest Entry. However, nothing herein in any way obligates Sponsor to make such use of Contest Entry; and, by refraining from doing so, Sponsor will not incur any liability to entrant under any legal theory. Submission of a Contest Entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in and to the Contest Entry, including but not limited to all intellectual property rights and proprietary rights worldwide. Any content, material or information included in Contest Entry shall not be confidential, proprietary or trade secret. By submitting a Contest Entry, entrant consents to Sponsor's possible use, reproduction and disclosure of the Contest Entry, and ideas, concepts or other materials contained therein or derived therefrom, for any purpose, including any commercial purpose. ANY CONTEST ENTRY THAT CONTAINS THIRD PARTY WORKS, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS OR SIMILAR BRAND IDENTIFYING MARKS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS WILL NOT CONSTITUTE A VALID **CONTEST ENTRY.**

The Content must be created solely by the entrant. By submitting a Contest Entry, entrant represents and warrants that: (i) the content is the sole and original creation of the entrant for this Contest and has not been copied in whole or in part from any other work; (ii) the Contest Entry does not violate or infringe any copyright, trademark, trade name, trade secret or other proprietary right of any person or entity; and (iii) any person(s) referenced or depicted in the Content has given his or her express written consent to its submission into the Contest and use as contemplated by these Official Rules and by submitting any Content that includes the name, image or other reference to/depiction of any person, you hereby represent and warrant that you have obtained such written permission.

Videos or photos containing full or partial nudity, or any lewd or sexually suggestive gesture (as determined by Sponsor/Judges in their sole discretion) will be disqualified. No Content shall (a) reference/depict the actual consumption of alcoholic beverages; (b) reference/depict persons conducting themselves in an inappropriate manner, for example, engaging in irresponsible or underage drinking; (c) contain material that would state or imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination; (d) contain any material that would degrade or demean 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; or (e) include a reference to or depiction of any person who is, appears to be or may be under 21 years of age. Obscene, provocative, lewd or otherwise objectionable Content or that which reflects poorly on BUCHANAN'S Blended Scotch Whisky will not be considered and the determination of the appropriateness of any Content is at the sole discretion of the Sponsor and/or the judging panel.

- 6. Eligibility: Contest is open only to legal residents of the (48) contiguous United States or Washington, DC, who are 21 years of age or older at the time of entry. Void in Alaska, Hawaii and where prohibited or restricted by law. Employees or owners of the following entities and members of their families or households are not eligible for participation under any circumstances: Diageo Americas, Inc. and its affiliates, printers, advertising and promotion agencies (including Judges), alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.
- 7. General Conditions: Entry in the Contest constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No substitution of prize or cash equivalent except at Sponsor's sole discretion. Prizes are non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on the prize are winner's sole responsibility. By accepting prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking to redeem said prize. Sponsor reserves the right to conduct a background check of any criminal records of winner. To the extent necessary and permitted by law, winner shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify winner based on the background check. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of prize.

Entrants hereby agree to indemnify and hold Sponsor, Judges as well as Meta Platforms, Inc. harmless from and against any third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including attorney fees and court costs, arising out of any breach or alleged breach of any of the warranties and representations set forth above.

SPONSOR MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND REGARDING PRIZE, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE. THE ONLY WARRANTIES (IF ANY) ARE THOSE OF THE PRIZE MANUFACTURER.

The value of the prize won by a participant under the Contest may be taxable as income to its winner. Winner is solely responsible for any and all taxes and/or fees associated with the prize. Winner will be issued an IRS Form W-9 with the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) and a subsequent IRS Form 1099. Upon receipt of a prize, the winner shall be required to comply with any and all applicable federal, state and local laws, rules and regulations.

In consideration of their receipt of any prize, prize winner for themself and their guest, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties, Judges, as well as Meta Platforms, Inc. from and against any and every kind of claim, demand, injury, costs, attorney fees, right, liability or cause of action or other liabilities of whatever kind

or nature, known or unknown, absolute or contingent, and whether or not fixed, which the prize winner ever had, now has or might in the future have arising in any way or related to this Contest, including, but not limited to, prize winner's participation in the Contest; prize winner's Contest Entry; use of prize winner's name, likeness, biographical information, signature, image or likeness; prize winner's receipt, use or inability to use any prize or part thereof, including but not limited to injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

- **8.** Electronic Entries: In the event of a dispute, online entries will be deemed made by the authorized account holder of the e-mail address submitted at time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service, or other organization that is responsible for assigning e-mail addresses. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, or incomplete entries; corrupted, jumbled, interrupted, irregular or defective entries or entries not received or properly recorded due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of entries. Sponsor and its agencies are also not responsible for incorrect or inaccurate entry information, whether caused by users or by any human or technological error that may occur in the processing of entries in this Contest or for any malfunction, defect or error in the scanning of QR Code such that Website is not accessible or usable as intended by Sponsor. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Contest, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Contest. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE/MOBILE WEBSITE, SEEK TO DEFRAUD SPONSOR OR JUDGES, OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW
- **9.** Winner's List: For winner's list, please send a self-addressed stamped envelope to DIA7197150W BUCHANAN'S Asado Contest Winner, P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winner's list must be postmarked by July 31, 2025 and received by August 14, 2025.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

Sponsor: Diageo Americas, Inc., New York, NY

Please Drink Responsibly.

BUCHANAN'S Blended Scotch Whisky. 40% Alc/Vol. Imported by Diageo, New York, NY.