A Toast to the Season with Glenfiddich Official Rules

NO PURCHASE NECESSARY TO ENTER THE SWEEPTSAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES PRIZE.

1. Eligibility: A Toast to the Season with Glenfiddich (the "Promotion") includes a "Sweepstakes" that is open only to legal residents of the fifty (50) United States (excluding Minnesota) and the District of Columbia (the "Entrants") and a "Special Offer" that is only open to legal residents of the fifty (50) United States and the District of Columbia, excluding residents of California, Indiana, and Texas (the "Participants"). Sweepstakes Entrants and Special Offer Participants must be at least twenty-one (21) years old at the time of entry/participation. PERSONS MAY ENTER THE SWEEPSTAKES WITHOUT PARTICIPATING IN THE SPECIAL OFFER.

Employees, officers, and directors of William Grant and Sons Inc.("Sponsor"), Merkle Inc. ("Administrator"), or any of its affiliates, subsidiaries, advertising partners, advertising and promotion agencies, distributors, importers, wholesalers, suppliers and retailers of alcohol beverages and U.S. Federal or State alcohol beverage control boards/commissions or similar regulatory authorities, as well as members of their immediate families (spouses, parents, siblings and children, and the "steps" of each, regardless of where they live) and those living in the same household are not eligible to enter or win the Sweepstakes or participate in the Special Offer.

The Promotion is subject to all applicable federal, state, and local laws and regulations. The Sweepstakes is void where prohibited. The Special Offer is void in California Indiana, and Texas. Participation constitutes Entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning the Sweepstakes prize and receiving a "Reward" (defined below in Section 6) is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: William Grant and Sons Inc., 300 Park Avenue South, Suite 600, New York, NY 10003. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on December 1, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on January 14, 2024 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter the Sweepstakes:

There are two (2) ways to enter:

(A) Enter by Online Registration: During the Promotion Period, visit <u>https://glenfiddich.promo.eprize.com/holiday/</u> ("Promotion Site"). You must submit your date of birth and your stated of residence to access the Promotion Site. If you meet the age requirement, Entrant will be permitted to complete and submit the registration form including their first and last name (initials are not permitted), valid email address, and valid home address. P.O. Boxes are not permitted. You will automatically receive one (1) entry into the Sweepstakes. Limit: one (1) entry for registration per person.

Bonus Entries for Email and Social Referrals: After you enter the Sweepstakes, you will be invited to refer "Friends" (persons with whom you have an existing personal relationship who are at least twenty-one years old and who are otherwise eligible as per Section 1 above) to participate in this Sweepstakes. You may submit the names and email addresses of up to three (3) Friends to enter the Sweepstakes. You may also share details about the Sweepstakes through Facebook by

clicking on the "share" button, (a "Social Share"). Subject to the Bonus Limit, for each Friend who you refer who registers for the Sweepstakes during the Promotion Period using the unique link included in your email referral or your Social Share post, you receive one (1) additional entry into the Sweepstakes. Bonus Entry Limit: You may receive up to a total of three (3) Bonus Entries for completed email referrals and three (3) Bonus Entries for completed Social referrals during the Promotion Period.

(B) Enter by Mail: Print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Toast of the Season with Glenfiddich," c/o Merkle Inc., P.O. Box 5022, Department 860734, Kalamazoo, MI 49003-5022. You will receive one (1) entry into the Sweepstakes for each mail in request, subject to the limit below. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by January 16, 2024 and received by January 23, 2025. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: You may receive a total of seven (7) Sweepstakes entries by any combination of entry methods. register for the Sweepstakes one (1) time during the Promotion Period. You may receive up to three (3) Bonus Entries for email referrals and three (3) Bonus Entries for Social referrals. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than one (1) entry through registration by using multiple/different email addresses, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and, may result in disqualification. In the event of a dispute as to the identity of an Entrant, Sponsor and Administrator will rely on the information submitted by the Entrant to register for this Sweepstakes. If any additional information provided by Entrant is inconsistent with the information provided at registration, Sponsor and/or Administrator may disqualify such Entrant and such disqualification may result in the forfeiture of any prize won. You acknowledge that messaging & data rates apply to internet access via mobile devices.

5. Grand Prize Drawing/ Winner Requirements/Drawings: Administrator is an independent organization whose decisions as to the administration and the operation of the Sweepstakes and the selection of the potential winner are final and binding. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around January 30, 2024. The potential winner will be notified by email. Potential winner will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving the prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Special Offer: Starting on November 20, 2023 through the end of the Promotion Period, eligible Special Offer Participants (as described above in Section 1) who may make a "Qualified Purchase" can earn a "Reward."

<u>Qualified Purchase</u>: One (1) 750ml bottle or larger up to 1.75L of any variety of Glenfiddich. <u>Location of Purchase</u>: In store or online within the any of the eligible states; Purchases from outside the United States or a Duty-Free Shop are not eligible.

Reward: a set of two (2) whisky glasses valued at \$25 (all details determined by Sponsor).

Take a "Photo" of the receipt that displays your Qualified Purchase. The Photo must be clear and legible and display all of the following information: date of purchase, name (or SKU) of Qualified Purchase and price of the Qualified Purchase. Follow the links and instructions to upload the Photo. Photo must not be larger than 5MB and may only be one of the following file types: .gif, .png, .tiff, .bmp, .jpeg, or .pdf.

You will receive an email once your Photo has been reviewed and approved. The review process will take up to seven (7) business days. Upon approval you will receive the Reward within 8 -10 weeks after Promotion concludes. Limit: one (1) Reward per household.

7. Entrant/Participant Representations: BY PARTICIPATING IN THE SWEEPSTAKES AND WHERE APPLICABLE, THE SPECIAL OFFER, EACH ENTRANT/PARTICIPANT REPRESENTS AND WARRANTS THAT EACH: [A] HAS READ THESE OFFICIAL RULES, AND AGREE TO BE BOUND BY THEM, AND BY THE INTERPRETATIONS OF THESE OFFICIAL RULES BY THE SPONSOR, AND BY THE DECISIONS OF THE SPONSOR AND ITS DESIGNEES, WHICH ARE FINAL IN ALL MATTERS RELATING TO THIS SWEEPSTAKES AND THE SPECIAL OFFER; [B] AGREES TO RELEASE AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, AND AFFILIATES AS FURTHER DETAILED IN SECTION 9; [C] ACKNOWLEDGES COMPLIANCE WITH THESE OFFICIAL RULES; [D] WARRANTS THAT ALL INFORMATION, INCLUDING FRIEND REFERRALS AND RECEIPT UPLOADS PROVIDED BY PARTICIPANT IN CONNECTION WITH THE SWEEPSTAKES IS TRUE, ACCURATE AND COMPLETE; [E] IS ELIGIBLE TO PARTICIPATE IN THE SWEEPSTAKES AND WHERE APPOLICABLE THE SPECIAL OFFER IN COMPLIANCE WITH THE TERMS OF SECTION 1 ABOVE; AND [F] AGREES TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS GOVERNING PARTICIPATION IN THIS SWEEPSTAKES AND SPECIAL OFFER.

8. SWEEPSTAKES PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

There will be one (1) grand prize winner. A trip for winner and one (1) guest (who must be at least twentyone years old) to Scotland (the "Grand Prize"). Grand Prize shall consist of business-class air transportation for two (2) from a mutually agreed upon airport to Inverness, Scotland and return flights for two (2) from Edinburgh, Scotland to the airport of origin; four (4) nights' accommodations at various hotels/locations selected by Sponsor in its sole discretion (each at least one room, double occupancy); ground transportation to and from destination airport and hotel in Inverness, Inverness to the Glenfiddich Distillery, and the Glenfiddich Distillery to Edinburgh, Scotland; a tour of the Glenfiddich Distillery, \$1,000 spending money. In addition, Sponsor will offer a check for \$8,300, which is intended to assist the winner with any federal, state, or other tax obligations related to acceptance of the prize (the "Tax Gross-Up Payment"). Winner's actual tax liabilities related to acceptance of this Grand Prize could exceed the Tax Gross-Up Payment. Winner is solely responsible for all applicable federal, state, or other tax obligations related to the prize. Winner must complete the trip within one (1) year from the drawing date, in accordance with Section 5, or the prize will be forfeited. Trip must be booked at least thirty (30) days prior to departure date. Travel and accommodations are subject to availability and blackout dates. TRAVEL MUST BE ROUND TRIP. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, additional ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging or during flight, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Travel companion must travel on same itinerary and at the same time as the winner. Winners and Travel companions must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel (which may include the United Kingdom's Electronic Travel Authorization form). Travel restrictions, conditions and limitations may apply. Winner and travel companions must act in an appropriate, well-behaved and courteous manner during all elements of trip; failure to do so will result in prize forfeiture. By traveling and attending event, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19. Winner

and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize of elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor is not responsible for any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if travel is delayed, postponed or cancelled for any reason, in which any or a portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Should winner elect to travel by themself for any reason, winner will not receive any substitute prize or compensation of any kind. **ALCOHOL IS NOT PART OF THE PRIZE.** Approximate Retail Value ("ARV"): \$27,660.

Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason.

Winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Limit of one (1) prize per person. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. In the event that an insufficient number of eligible entries are received to award all available prizes, Administrator is not obligated to award remaining prizes and no additional random drawings will take place.

8. Release: By receipt of any prize/Reward, Sweepstakes winner and Special Offer participants agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or Special Offer, or to the receipt, use, inability to use, or misuse of the prize or Reward. The releases hereunder are intended to apply to all claims whether known, not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, social handle, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. By participating in the Sweepstakes, each winner agrees that their name, image or likeness may be electronically displayed via the Internet or other form of digital dissemination, extending to all manner and media whatsoever, throughout the universe in perpetuity (subject to appliable law), free and clear of any claims for royalties, residuals or other compensation.

10. General Conditions: Sponsor and Administrator reserve the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor or Administrator in its sole discretion. In such event, Sponsor or Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries

received up to the date of discontinuance and may modify the prizes offered herein. Sponsor or Administrator reserves the right, in its sole discretion, to discualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between, any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control. By entering the Sweepstakes and accepting a prize, the winner agrees to maintain his/her behavior in accordance with all applicable laws and generally-accepted social practices in connection with participation in the Sweepstakes or prize-related activity. Each winner understands and agrees that Sponsor and Administrator or the prize provider have the right, in their sole discretion, to disqualify the winner and each of winner's guests at any point if the winner's behavior (i) is uncooperative or disruptive: (ii) annoys, threatens, or harasses any other person; (iii) may or does cause damage to person, property, or the reputation of Sponsor or a prize provider; or (iv) otherwise violates the policies of the prize provider; and, in such a case, the winner will forfeit the prize and still be solely responsible for all taxes and other expenses related to the prize, if applicable.

11. Limitations of Liability: THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION CAUSED BY PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS TO THE INTERNET, OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO THE ENTRY PROCESS; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO THE ADMINISTRATION OF THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO THE ADMINISTRATION OF THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO THE ROCESSING OF ENTRIES; (5) LATE, LOST, UNDELIVERABLE, DAMAGED OR STOLEN MAIL; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, OR TO THE RECEIPT, USE, INABILITY TO USE, OR MISUSE OF ANY PRIZE. IF FOR ANY REASON AN ENTRANT'S ENTRY IS CONFIRMED TO HAVE BEEN ERRONEOUSLY DELETED, LOST, OR OTHERWISE DESTROYED OR CORRUPTED, ENTRANT'S SOLE REMEDY IS ANOTHER ENTRY IN THE SWEEPSTAKES, IF IT IS POSSIBLE.

12 Disputes: EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE/REWARD AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE APPROPRIATE NEW YORK STATE COURT LOCATED IN NEW YORK COUNTY, NEW YORK; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR

IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

13. Entrant's Personal Information: Any personally identifiable information collected during an Entrant's participation in the Promotion will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in Sponsor's privacy policy at https://www.glenfiddich.com/privacy-policy.

14. Winner List: For a winner list, please click <u>HERE</u>. The winner list will be posted after winner confirmation is complete.

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