

**SPEYBURN BEHIND THE SCENES TOUR SWEEPSTAKES  
OFFICIAL RULES**

**ONLY OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE STATES OF MICHIGAN, NEW HAMPSHIRE, NORTH CAROLINA AND VIRGINIA WHO ARE AT LEAST 21 YEARS OLD AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

By participating in the **Speyburn Behind the Scenes Tour Sweepstakes** (the "Sweepstakes"), each entrant ("Entrant") unconditionally accepts and agrees to comply with, and abide by, these Official Rules (the "Official Rules") and the decisions of Hotaling & Co., LLC (the "Sponsor") and US Sweepstakes & Fulfillment Co. (the "Sweepstakes Administrator") which shall be final and binding in all respects.

- 1. SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 AM Eastern Time ("ET") on Tuesday, October 1, 2024 and ends at 11:59:59 PM ET on Tuesday, December 31, 2024 (the "Sweepstakes Period").
- 2. ELIGIBILITY:** The Sweepstakes is open to legal residents of the states of Michigan, New Hampshire, North Carolina and Virginia, who are age 21 or older at the time of entry. Void outside these geographic areas and wherever else prohibited by law. Employees, officers, directors, representatives, and agents of Sponsor, Sweepstakes Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities"), and each of their immediate family members (e.g., spouse, parent, sibling, child, and their respective spouses and the "steps" of each, all lineal descendants, including those by adoption, regardless of where they reside) and persons living in the same household of each, whether or not related, state alcoholic beverage manufacturers, distributors, and retailers and the employees and immediate family members (as defined above) of manufacturers, distributors and retailers, employees of state or local alcohol beverage agencies are not eligible to enter or win. Winning the prize is contingent upon fulfilling all requirements set forth herein. If an Entrant participates via a mobile device, message and data rates may apply. Not all cellular phone providers carry the service necessary to participate in this Sweepstakes through a mobile device. If entering using a mobile device, please check your mobile device's capabilities for specific web enabled browsing instructions and pricing plans.
- 3. HOW TO ENTER:** During the Sweepstakes Period, visit <https://speyburn.com/win> and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Entry"). **Entries must be received between Tuesday, October 1, 2024 at 12:00:01 AM ET and Tuesday, December 31, 2024 at 11:59:59 PM ET.** Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.hotalingandco.com/privacy-policy/>.

**Limit: One (1) Entry per person regardless of whether Entrant has more than one email address.** Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular Entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified. In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. All entries become the property of the Sponsor and will not be acknowledged or returned.

4. **PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS: No alcoholic beverages are included in any prize.** There are three (3) prizes (each, a "Prize") available to be won; one (1) Prize per Prize Pool (as defined in the "Random Drawings" section below). Three (3) Prize winners (each, a "Winner") will each receive a trip package for two (2) people, Winner and one (1) guest, to Inverness or Aberdeen, Scotland. Each Prize trip package includes:
- Round-trip, coach-class air-transportation for Winner and guest to Inverness or Aberdeen, Scotland, from a major airport within the United States nearest the winner's residence as determined by Sponsor;
  - Five (5) days and four (4) nights hotel accommodations in a single room with double occupancy;
  - Speyburn Distillery Tour;
  - Spey River fishing experience (or other experience of Sponsor's choice if fishing experience is unavailable); and
  - Round-trip car transfers to/from destination airport and hotel.

**The ARV of each Prize: \$5,950.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Prize will not be awarded.

**The total ARV of all prizes available to be won: \$17,850.** Odds of winning will depend upon the total number of eligible Entries received per Prize Pool, as defined below.

5. **PRIZE CONDITIONS:** Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on Prize not specified herein are the Winner's sole responsibility.

Travel is subject to availability. Trip must be booked three (3) months in advance and is only available from until December 31, 2025. Winner must travel prior to December 31, 2025 or prize will be forfeited in its entirety. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable.

Winners and guests are responsible for obtaining the proper travel documentation (e.g., valid passport with a minimum validity 6 months after the date of return) prior to travel. Winner's guest must be legal U.S. resident, 21 years or older and must complete and return a Travel Companion Liability & Publicity Release as noted above.

All travel related expenses, including but not limited to, transportation, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Winner and their guest ("Guest"). Any person that participates in the trip that is not deemed to be the Guest must pay their own expenses. Winner and Guest must travel on same itinerary. Winner and Guest must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof.

Sponsor will, in its sole discretion, determine which airport is closest to the Winner's home. Winner and their Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Prize). If a Winner elects to travel or partake in the Prize with no Guest, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Winner and their Guest to redeem any portion of Prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Winner and/or their Guest other than to supply the remaining elements of the prize package minus the unused portion of Prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Winner's and their Guest's transportation and such contracts shall be solely between the Winner, their Guest, and such transportation companies. Trip components issued in connection with the Prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, a Winner and/or their Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Winner. If Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the Prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible Entries.

In the event a Winner and/or their Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Winner and/or their Guest home with no further obligation or compensation whatsoever to Winner and/or their Guest. In the event a Winner and/or their Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner and/or their Guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by the Winner and/or their Guest as a result of such conduct. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Winners are responsible for all federal, state, local and income taxes associated with winning Prize.

6. **RANDOM DRAWINGS:** All random drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final. After the Sweepstakes Period has ended, all Entries received during the Sweepstakes Period will be separated into the following three (3) Prize Pools (each, a "Prize Pool"). On or about **Friday, January 3, 2025**, the potential Winners will be selected in a series of three (3) random drawings to determine one (1) Winner from among all entries received for each Prize Pool.
  - a. **Prize Pool #1:** Entrants that reside in the state of Michigan will be entered into the random drawing for Prize Pool #1.
  - b. **Prize Pool #2:** Entrants that reside in the state of New Hampshire will be entered into the random drawing for Prize Pool #2.
  - c. **Prize Pool #3:** Entrants that reside in the states of North Carolina and Virginia will be entered into the random drawing for Prize Pool #3.
  
7. **WINNER NOTIFICATION & VERIFICATION:** Each potential Winner will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Winner's guest will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected,

If a prize notification or prize is returned as undeliverable, or if a Winner is found to be ineligible or not in compliance with these Official Rules, that Winner will be disqualified, and the prize may be awarded to an alternate Winner in a separate random drawing. If Sponsor is unable to determine and verify a potential Winner after repeated alternate drawings or if Sponsor fails to

receive a sufficient number of Entries to correspond to the number of Prizes available to be awarded, Sponsor reserves the right to not award such Prize(s).

8. **PUBLICITY RELEASE:** Except where prohibited by law, entry and acceptance of Prize constitutes permission to use Winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.
9. **GENERAL CONDITIONS:** Entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sweepstakes Entities, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the Prizes offered. Entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, Entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**Legal Warning:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND

EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 11. DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in San Francisco County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in San Francisco County, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in San Francisco County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 12. PRIVACY:** As a condition of entering the Sweepstakes, each Entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from Entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.hotalingandco.com/privacy-policy/>.
- 13. OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by January 3, 2025, to: **Speyburn Behind the Scenes Tour Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**14. WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after January 3, 2025), send a stamped, self-addressed envelope (no later than February 3, 2025) to: **Speyburn Behind the Scenes Tour Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

**15. SPONSOR:** Hotaling & Co., 550 Montgomery Street, Suite 300, San Francisco, CA 94111.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Co., 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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