

BUCHANAN’S NOCHE BUENA CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. YOU MUST BE 21 YEARS OF AGE OR OLDER AND A LEGAL RESIDENT OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Contest Period:** This Contest begins on December 6, 2023 at 12:01 a.m. Eastern Time (ET) and ends at 11:59:59 p.m. (ET) on January 6, 2024. For purposes of entry, the Contest Period is comprised of four (4) weeks as follows:

| Week | Start Date at 12:00 a.m. ET | End Date at 11:59:59 p.m. ET |
|------|-----------------------------|------------------------------|
| 1 | December 6, 2023** | December 16, 2023 |
| 2 | December 17, 2023 | December 23, 2023 |
| 3 | December 24, 2023 | December 30, 2023 |
| 4 | December 31, 2023 | January 6, 2024 |

{**Week 1 starts at 12:01 a.m. ET on December 6, 2023.}

2. **How To Enter:** During the Contest Period, go to <https://www.buchananswhisky.com/en-us/nochebuena> (“Website”).† After verifying your age, follow the on-screen instructions to complete and submit an entry. Along with your name, phone, date of birth, state, zip code and e-mail, upload your video, photo or story showing and/or discussing your Holiday dinner or celebration (a video, photo or story being collectively referred to as “Content”). If submitting a video, it cannot exceed 30 seconds in length; if submitting a story, it cannot exceed 500 words in length. 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 (“Mobile Website”) by scanning the QR Code found on Contest advertising materials where available.

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

In submitting Content, entrant represents and warrants that to the best of his/her knowledge and belief, the activity shown and/or described therein is truthful and actually *did* take place.

DO NOT SHOW OR REFERENCE THE CONSUMPTION OF ALCOHOL IN CONTENT.

Limit one (1) entry per person per week (as defined above), for a total of four (4) entries

per person. If entering more than once, you may submit different Content regarding the same Holiday dinner/celebration, but you CANNOT submit the same Content more than once. Violation of these restrictions may result in disqualification, in Sponsor's sole discretion. For clarity, different persons in attendance at the same Holiday dinner/celebration may submit Content regarding same provided that such persons are eligible to enter the Contest.

All entries must be received by 11:59:59 p.m. (ET) on January 6, 2024.

Prize will be awarded to the name corresponding to the e-mail address provided 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.

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Sponsor is not responsible for telephone or cell phone service disruptions or other equipment or service issues that might affect a person's ability to submit Content and enter the Contest or the ability of the Sponsor to notify the winners. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, corrupted, jumbled, garbled, incomplete, inaccessible, incorrect entries or other Contest materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries (including Content) become the property of the Sponsor and will not be returned. Sponsor may acknowledge receipt of entry but such acknowledgment does not constitute any representation of eligibility for the Contest or the selection of entrant as a potential prize winner in the Contest.

Entrants' personal information will only be used for purposes of administration of Contest, 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 as well as 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 & cookie notice and these Official Rules, the privacy & 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. Prizes: (10) Prizes will be awarded. Each Prize is an \$1,000 e-gift card (issuer of gift card is of Sponsor's sole choosing; gift card issuer's terms and conditions apply to use of gift card). **Alcohol beverages are NOT part of any prize.**

3. **Winner Determination:**

Winners will be selected via judging, to be conducted by a judging panel comprised of an independent, third party judging agency (“Judges”) and representatives of the Buchanan’s brand team 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 judging panel will take into account whether the content was submitted in the form of a video, photo or story.

In the unlikely event of a tie, the winner shall be the tied entrant who had the higher/highest score in the criterion of “Alignment with the spirit of the 200%.”

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

Winners will be selected on or about January 8, 2024 and notified on or about January 10, 2024. Winners will be notified by e-mail and/or phone, in Judges’ sole discretion.

Winners will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) 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 of notification**, prize will automatically be forfeited and an alternate winner may be selected at Sponsor’s sole discretion.

Winner agrees that an electronic signature/affirmation or facsimile signature on 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 and/or Judges determine in their sole discretion that the electronically signed/affirmed/facsimile signed version of the Affidavit of Eligibility and Liability/Publicity Release is not acceptable, Sponsor may condition award of prize on return of the actual hand-signed document.

Except where prohibited, acceptance of prize constitutes winner’s consent to use of his/her name, likeness and biographical data for advertising and promotional purposes without additional compensation.

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

4. CONTEST ENTRIES: 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. 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, the official BUCHANAN'S website and/or on one or more of the official BUCHANAN'S social media accounts, without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the Contest Entry. 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 use, reproduction and disclosure of the Contest Entry, and ideas, concepts or other materials contained therein, 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 an entry, entrant represents and warrants that: (i) the content is the sole and original creation of the entrant and has not been copied in whole or in part from any other work; (ii) the 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/depiction to any person, you hereby represent and warrant that you have obtained such written permission.

Videos or photos containing full or partial nudity, defined as the display of the genitals, pubic area, vulva, anus, or anal cleft with less than a fully opaque covering or the showing of the breast with less than a fully opaque covering of any part of the nipple, or any lewd or sexually suggestive gesture will be disqualified. No content shall (a) depict or reference persons consuming alcoholic beverages; (b) depict or reference persons conducting themselves in an inappropriate manner; (c) contain material that would 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 the members of any group based on gender, race, religion, ethnic background, sexual orientation or any other minority status; or (e) include a reference to or depiction of any person who appears to be under 21 years of age. Obscene, provocative, lewd or otherwise objectionable content or those which reflect poorly on the BUCHANAN'S brand 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.

5. Eligibility: This Contest is open only to legal residents of the 50 United States and the District of Columbia, who are 21 years of age or older at the time of entry. Void where prohibited or restricted by law. Employees of the following entities and members of their families or households are not eligible for participation under any circumstances: Diageo Americas, Inc., its affiliates, subsidiaries, otherwise related companies, printers, advertising and promotion agencies (including Judges), alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

6. 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 except as may be required by applicable law. Limit of one (1) prize per family, household or address. Prize is 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 the 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 prize winners. To the extent necessary and permitted by law, prize winners shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify a prize 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 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 and/or participation in this Contest (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of any prize awarded (including any travel or activity related thereto).

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. Winners 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 prize, the winner shall be required to comply with any and all applicable federal, state and local laws, rules and regulations.

In consideration of his/her receipt of any prize, prize winner for himself or herself and his or her guest, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties 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.

7. Electronic Entries: In the event of a dispute, entries will be deemed made by the authorized account holder of the e-mail address used to enter the Contest. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, on-line service, or other organization that is responsible for assigning e-mail addresses. Sponsor is not responsible for lost, late, damaged, illegible, misdirected, or incomplete entries, or for entries not received 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 is also not responsible for incorrect or inaccurate entry information, whether caused by website visitors 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 or clicking link accessed thereby such that Mobile 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 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.**

8. Winners' List: For winners' list, please send a self-addressed stamped envelope to DIA6119450W Buchanan's Noche Buena Contest P.O. Box 1008, Rocky Hill, CT 06067-1008. All requests for the winners' list must be postmarked by February 6, 2024 and received by February 21, 2024.

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