

THE MAKER'S MARK SAVOR THE SEASON CONTEST AND SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Maker's Mark Savor The Season Sweepstakes and Contest ("Promotion") is sponsored by Jim Beam Brands Co. ("Sponsor"), 222 West Merchandise Mart Plaza, Chicago, IL 60654 and is administered by Prize Logic, LLC, ("Administrator"), Two Towne Square, Suite 200, Southfield, MI 48076.

- 1. PROMOTION PERIOD:** The Promotion consists of a contest ("Contest") and a sweepstakes ("Sweepstakes"). The Contest includes a submission phase that begins at 12:00 PM ET on June 28, 2022 and ends at 11:59:59 PM ET on September 6, 2022 ("Submission Phase") and a judging phase that begins at 12:00 AM ET on September 7, 2022 and ends at 11:59:59 PM ET on September 21, 2022 ("Judging Phase"). The Submission Phase and Judging Phase are collectively the "Contest Period". The Sweepstakes begins at 12:00 PM ET on June 28, 2022 and ends at 11:59:59 PM ET on September 6, 2022 ("Sweepstakes Period") and consists of five (5) entry periods (each an "Entry Period") as set forth in the chart below:

Sweepstakes Entry Period	Start Date and Time	End Date at 11:59:59 PM ET	Approximate Drawing Date
1	June 28, 2022 at 12:00 PM ET	July 11, 2022	July 15, 2022
2	July 12, 2022 at 12:00 AM ET	July 25, 2022	July 29, 2022
3	July 26, 2022 at 12:00 AM ET	August 8, 2022	August 12, 2022
4	August 9, 2022 at 12:00 AM ET	August 22, 2022	August 26, 2022
5	August 23, 2022 at 12:00 AM ET	September 6, 2022	September 12, 2022

Non-winning Sweepstakes entries will carry forward into subsequent Entry Period drawings. The Administrator's computer is the official clock of the Promotion.

- 2. ELIGIBILITY:** The Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years of age at the time of entry. Employees of Sponsor, Administrator, Sponsor's promotional partners, and any of their parent and affiliate companies and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Promotion are not eligible to enter or win. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit www.SummerAtMakersContest.com ("Website") and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the applicable pool (each a "Pool") based on entrant's state of residence for the applicable Entry Period. There are four (4) Pools as outlined below:

Pool	Eligible States
1	Connecticut, Delaware, Florida, Georgia, Kentucky, Maryland, Massachusetts, New York, New Jersey, Rhode Island, South Carolina, Tennessee, Washington DC
2	Arkansas, Colorado, Illinois, Indiana, Kansas, Louisiana, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, Wisconsin
3	Alaska, Arizona, California, Hawaii, Nevada, New Mexico, Washington
4	Alabama, Idaho, Iowa, Maine, Michigan, Mississippi, Montana, New Hampshire, North Carolina, Ohio, Oregon, Pennsylvania, Vermont, Virginia, West Virginia, Wyoming

Entry Limit: There is a limit of one (1) entry per person during the Sweepstakes Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize.

NOTE: During the Promotion, an entrant may receive a link to the Website by scanning the QR code on select Promotion print advertising. An entrant may center the QR code in the camera and scan the QR code. Once completed, the entrant will receive a link to the Website, and may follow the steps noted above to participate in the Promotion. **An entrant cannot participate solely by scanning the QR code.**

- 4. HOW TO ENTER THE CONTEST:** During the Submission Phase, after an eligible entrant visited the Website and registered entrant may follow the on-screen prompts to upload a :5 second slow-motion video that shows how entrant is savoring the summer season ("Submission"). **All Submissions must comply with the restrictions outlined in Section 5 below.** Sharing or posting of the Submission on social media, including on Instagram, Facebook or Twitter, will not improve your chances of winning.

Limit: There is a limit of one (1) Submission per person during the Submission Phase. If more than one Submission is received from the same person, only the first Submission received may be considered valid. An entrant who attempts to enter more

than the stated limit may be subject to disqualification from the Promotion. If it is discovered or suspected that a person has attempted to enter or upload Submissions using multiple e-mail addresses or identities, all of that person's Submissions may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor's sole and absolute discretion.

NOTE: By submitting a Submission, each entrant agrees that his/her Submission conforms to the Submission Requirements set forth in Section 5 below and all other terms and conditions in these Official Rules and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Contest if Sponsor (in Sponsor's sole discretion) decides that his/her Photo Submission fails to conform to the Photo Submission Requirements or any other provision of these Official Rules.

5. Submission Requirements: All Submissions must comply with the following restrictions:

- Must be in English, except for commonly understood foreign words;
- Videos must not be longer than :5 seconds;
- Video must be 80 MB or less, and in one of the following file formats: .MOV, .MPEG, .WMV, .MP4;
- Must not include any identifiable person(s) other than the entrant;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights or that constitutes copyright infringement;
- Must not include active consumption of alcohol;
- Must be the original work of entrant;
- Must not disparage Sponsor or its products or services, Administrator, or any other person or party;
- Must not feature trademarks, logos or trade dress owned by any third party or advertise or promote any brand or product of any kind other than Sponsor's brand;
- Must not promote any cause other than the Contest theme;
- Must not include personally identifiable information (such as the entrant's address, license plate number or credit card);
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor, at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination

- based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the video was created.

Entrant must have approval from any persons appearing in the Submission or and be able to provide express written consent of every such person appearing in the Submission to Sponsor and/or Administrator if requested.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the entrant.

SUBMISSIONS POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any entrant who incorporates any intellectual property owned by a third party into his/her Submission does so at his/her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on any Contest-related website, including the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Photo Submission or Video Submission from any Contest-related website because of such infringement, such Submission may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Submission has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified. Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant's own original; (ii) the Submission has not been previously published; (iii) the Submission has not won previous awards; (iv) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of Submission, is not the subject of any actual or threatened litigation or claim; (v) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (vi) entrant has obtained permission from any person whose name, likeness or voice is used in the Submission; and (vii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, entrant hereby grants permission for the Submission to be publicly posted, at Sponsor's sole discretion. By submitting a Submission, entrant grants Sponsor an unlimited, worldwide, royalty-free, irrevocable, perpetual, license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the entrant, for promotional or marketing purposes. The Promotion Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries, Submissions – all of which will be void. Sponsor

reserves the right to disqualify any entrant and/or Submission in its sole and absolute discretion.

Once a Submission is entered into the Contest, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZES STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

- 6. CONTEST JUDGING PHASE AND WINNER SELECTION:** During the Judging Phase, all Submissions will be judged by a panel of qualified judges selected by the Sponsor ("Judges"). The Judges will score the Submissions according to the following weighted criteria: (i) Originality: 30%; (ii) Creativity: 40%; and (iii) Quality: 30% ("Judging Criteria"). The one (1) Submission that receives the highest score will be declared the potential Contest prize winner. The Contest winner is a potential winner pending verification of eligibility and compliance with the Official Rules. In the event of any ties, the Submission with the highest score in criterion (i) Originality will prevail. In the event there are still any ties, the tied Submissions will be judged again and the Submission with the highest overall score will prevail. If the potential winner is found to be ineligible or does not comply with these Official Rules, or otherwise does not accept his/her prize as awarded, he/she will be disqualified and the Submission with the next highest judges score will be named a potential Contest winner. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Contest winner. Judging scores will not be revealed. Sponsor reserves the right to not award the Contest prize if, in its sole discretion, it does not receive a sufficient number of qualified Submissions.
- 7. SWEEPSTAKES RANDOM DRAWING:** On or about each drawing date indicated in the chart above in Section 1, the Administrator will select five (5) potential Sweepstakes prize winners per Pool per Entry Period ("Sweepstakes Prize Winner") in a random drawing from all eligible Sweepstakes entries received for each Pool during each Entry Period. Each Sweepstakes Prize Winner is deemed to be a potential Sweepstakes Prize Winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion.
- 8. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**
 - A. Contest Prize (1):** The Contest prize is a trip for winner and one (1) guest to Louisville, Kentucky ("Contest Prize"). Trip includes round-trip coach class air transportation from a major commercial airport near winner's residence to Louisville, KY for winner and one (1) adult guest (age twenty-one [21] or older), two (2) nights hotel standard accommodations or comparable housing (single room/double occupancy), Maker's Mark distillery tour with meet and greet and activities (determined by Sponsor in its sole discretion), and ground transportation to and from the hotel and distillery. Winner's guest must be twenty-one (21) years of age or older. If the winner elects to travel or partake in the Contest Prize without

a guest, no additional compensation will be awarded to the winner. Trip must be taken on dates specified by Sponsor and completed by December 31, 2022 or Contest Prize will be forfeited. Winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the Contest Prize will not be awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least 7 days in advance. Guest of winner must sign and return a travel liability release before travel will be booked. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Contest Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Contest Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. No more than one (1) Contest Prize will be awarded. The ARV of the Contest Prize is \$3,000.

Sponsor bears no responsibility if any event, element, or detail of a prize is canceled, postponed, or becomes unavailable for any reason, including, but not limited to, federal, state and/or local laws, rules and restrictions due to the COVID-19 pandemic. Each winner and guest agrees that he/she will participate in all COVID-19 protocols established by the Sponsor and the host of the trip events, which may include, but is not limited to, social distancing measures, wearing of masks, submitting a COVID-19 waiver, and/or consenting to COVID-19 screening. The Sponsor will have no liability and will not be required to award a prize if a winner or guest tests positive for COVID-19, is unwilling or unable to participate in the screening or other protocols.

B. Sweepstakes Prizes (100 total; 5 per Pool per Entry Period): Each Sweepstakes prize is a Maker's Mark rocks glass and insulated glass sleeve (each a "Sweepstakes Prize"). No more than one hundred (100) Sweepstakes Prizes will be awarded, five (5) per Pool per Entry Period. The ARV of each Sweepstakes Prize is \$30. The odds of winning a Sweepstakes Prize depend on the number of eligible entries received for each Pool during each Entry Period.

C. General: Limit one (1) Sweepstakes Prize and one (1) Contest Prize per person. In no event will more than one (1) Contest Prize and one hundred (100) Sweepstakes Prizes, five (5) per Pool per Entry Period, be awarded. Non-cash portion of prizes cannot be redeemed for cash. 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. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value in case of unavailability of a prize. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All prize details are at Sponsor's sole discretion.

- 9. WINNER VERIFICATION:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Sponsor or Administrator will notify the potential winners via e-mail and/or telephone using the information disclosed at the time of entry. The potential Contest Prize winner will be required to sign and execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") within five (5) days of prize notification. If the potential Contest Prize winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, the potential Contest Prize winner may be disqualified and an alternate winner may be selected. Failure to provide all required information within the stated time period may result in forfeiture of winner's right to claim his/her prize, and may result in the respective prize being awarded to an alternate winner, if time permits. Upon verification of eligibility and compliance with these Official Rules, the Contest Prize winner will be contacted by Sponsor or Administrator to arrange travel and fulfillment and the Sweepstakes Prizes will be mailed to each winner at the physical address provided at the time of entry (PO Boxes not permitted). If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the respective prize may be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to an alternate winner, as determined by Sponsor in its sole discretion. Administrator will attempt to notify each potential winner as set forth above, but if a prize is unclaimed, unredeemed or any portion thereof returned as undeliverable, it will be forfeited. Prizes are not transferable and include only the items specifically listed as part of each prize. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Approximate retail value is as of the time these Official Rules were printed and the value of each prize may fluctuate. The winners are 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 not expressly set forth herein shall be solely the winner's responsibility. The prizes will only be awarded to verified winners. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize will not be re-awarded.

THE CONTEST WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER.

- 10. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that Sponsor, Administrator, and each of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for: (i) lost, late,

incomplete, stolen, misdirected, delayed, garbled, postage due or undeliverable tweets posts, messages, e-mails or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize including any item redeemed therewith and/or any travel related thereto; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion, including without limitation, in connection with any costume created, sold, distributed or otherwise used by the Released Parties regardless of whether such costumes is similar or identical to the costume contained in entrant's Submission; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion -related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof (including any travel or activity related thereto)); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of the winners in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prize will be awarded according to Section 4 above.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

11. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. CONTESTANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY CONTESTANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

12. PRIVACY: Sponsor's privacy policy is available at <https://www.beamsuntory.com/en/privacy-policy>.

13. PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, user name(s), address (city and state), biographical information, photos (including, without limitation, profile photo(s)), picture, portrait, likeness, voice, and/or statements regarding the Promotion and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

14. GENERAL: Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion and void all associated entries. Any attempted form of

participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple email accounts, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or the potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry or Submission will be declared made by the authorized account holder of the e-mail address associated with the account used to enter. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

- 15. WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: The Maker's Mark Savor the Season Contest and Sweepstakes - Winners List Request, PO Box 251328 West Bloomfield, MI 48325. Winners List requests must be received by November 21, 2022.

Customer Service inquiries may be made at [Contact Us](#).

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