

TAFFER'S BROWNEB BUTTER BOURBON COCKTAIL COMPETITION

NO ALCOHOL (OR OTHER) PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS OF MASSACHUSETTS AND NEVADA, WHO ARE 21 YEARS OF AGE OR OLDER. VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Competition Schedule & Theme.

Browned Butter Bottling, LLC ("Sponsor") is offering the Taffer's Browneb Butter Bourbon Cocktail Competition ("Competition" or "Contest") which begins on January 29, 2024 at 12:01 a.m. Eastern Time ("ET")/9:01 a.m. Pacific Time ("PT") and ends on March 31, 2024 at 11:59:59 p.m. ET/8:59:59 p.m. PT.

Submit a cocktail recipe including Taffer's Browneb Butter Bourbon (or a non-alcohol alternative). The cocktail recipe should be appropriate for Fall/Winter; Spring/Summer; or Year-Round.

Internet access is required to participate in the Contest.

If accessing the Contest via mobile device, wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to enter via mobile device. Wireless Internet access is not available in all areas.

2. How To Enter.

(a) Entry Procedure.

Log in to your personal Instagram or Facebook account. You must be a registered member of Instagram or Facebook in order to enter the Contest. Membership on Instagram and Facebook is free. But, for optimal use of the Instagram service, a compatible mobile device is required to download the Instagram application (or "app").

First, follow the official page of Taffer's Browneb Butter Bourbon on Facebook (@taffersbrownebutterbourbon) or Instagram (@taffersbrownebutterbourbon_).

Then, create an in-feed post that includes your recipe (with name of cocktail), photo or video of cocktail completed by following the steps in the recipe. Tag @taffersbrownebutterbourbon (Facebook) or @taffersbrownebutterbourbon_ (Instagram) and include the hashtag #taffers2024cocktailcontest.

The hashtag #taffers2024cocktailcontest must be included in your post, so as to disclose to the public that in making a post you are participating in a contest promotion sponsored by Browneb Butter Bottling, LLC to advertise Taffer's Browneb Butter Bourbon for the

opportunity to possibly win a prize. Omission of the hashtag #taffers2024cocktailcontest will result in voiding of entry and disqualification from the Contest.

DO NOT SHARE YOUR ENTRY WITH ANYONE WHO IS UNDER THE LEGAL PURCHASE AGE FOR ALCOHOL.

All entries must be received by 11:59:59 p.m. ET/8:59:59 p.m. PT on March 31, 2024.

(b) Requirements for Cocktail

In all cases, cocktail recipe must include Taffer's Browned Butter Bourbon (or a non-alcohol alternative; for example, browned butter).

To be eligible for the "Simple Serve" category, recipe may only include one (1) or two (2) additional ingredients. Recipes with more than two (2) ingredients will instead be included in the "Crafted/Mixology Focused" category.

All ingredients must be readily accessible to individuals living in Massachusetts or Nevada, as well as being lawful. Without limitation, such ingredients CANNOT include any controlled substances or other drugs (whether lawful or not). In addition, if cocktail recipe includes Taffer's Browned Butter Bourbon, Taffer's Browned Butter Bourbon cannot be diluted (or "cut") with another product prior to use as an ingredient in cocktail recipe.

Cocktail recipe must clearly indicate the steps necessary to create the cocktail, including specific measurements/quantities of each ingredient (for Taffer's Browned Butter Bourbon or non-alcohol alternative, no more than two (2) ounces may be used); any required preparation of ingredients (for example, refrigeration or crushing/mixing ingredients); any equipment required to create cocktail (for example, blender). FOLLOWING THE RECIPE INSTRUCTIONS MUST RESULT IN THE CREATION OF A POTABLE BEVERAGE.

Photo or video must depict cocktail as created by following the recipe instructions. USE OF EDITING SOFTWARE OR ANY OTHER DEVICE/ARTIFICE TO EMBELLISH, ENHANCE, DISTORT (OR OTHERWISE MISREPRESENT) THE APPEARANCE OF THE COCKTAIL AS A FINISHED PRODUCT IS STRICTLY PROHIBITED.

(c) Additional Entry Requirements

You may submit more than one (1) entry provided that each entry features a different cocktail. Posting of the same cocktail multiple times will automatically result in disqualification. Receipt of entry will not be acknowledged by Sponsor.

No alterations or forged entries are permitted.

Sponsor and Diageo Americas, Inc. are not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect the ability

of an individual to enter on-line or the ability of the Sponsor to notify Winners. Sponsor and Diageo Americas, Inc. assume no responsibility for lost, late, damaged, misdirected, illegible/garbled, corrupted, jumbled, inaccessible, incomplete, incorrect entries or other Contest materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries become the property of the Sponsor and will not be returned.

Entrants' personal information will only be used for purposes of administration of Contest, unless an entrant expressly consents beforehand in writing to such other use by Sponsor/Diageo Americas, Inc. For more information, please review Diageo's Privacy & Cookie Notice at <https://footer.diageohorizon.com/dfs/assets/www.taffersbrowndbutterbourbon.com/PrivacyPolicy.uen.html?locale=uen-us> as well as Diageo's Conditions of Use at <https://footer.diageohorizon.com/dfs/assets/www.taffersbrowndbutterbourbon.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.

(d) NO ENDORSEMENT BY SPONSOR OR DIAGEO AMERICAS, INC.

COCKTAIL RECIPE AND PHOTO OR VIDEO OF COCKTAIL POSTED BY PROSPECTIVE ENTRANT REPRESENT SOLELY THE VIEWS/OPINIONS OF THE PROSPECTIVE ENTRANT THEMSELVES AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR, DIAGEO AMERICAS, INC., THE MANAGEMENT AND REPRESENTATION OF MR. JON TAFFER (OR MR. TAFFER PERSONALLY) OR THE MANAGEMENT AND REPRESENTATION OF MR. MICHAEL GODARD (OR MR. GODARD PERSONALLY).

SPONSOR, DIAGEO AMERICAS, INC., THE MANAGEMENT AND REPRESENTATION OF MR. JON TAFFER (OR MR. TAFFER PERSONALLY) AND THE MANAGEMENT AND REPRESENTATION OF MR. MICHAEL GODARD (OR MR. GODARD PERSONALLY) HAVE NOT REVIEWED ANY POST PRIOR TO IT BEING UPLOADED BY A GIVEN PROSPECTIVE ENTRANT AND ALL EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION THEREWITH. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SPONSOR, DIAGEO AMERICAS, INC., THE MANAGEMENT AND REPRESENTATION OF MR. JON TAFFER (OR MR. TAFFER PERSONALLY) AND THE MANAGEMENT AND REPRESENTATION OF MR. MICHAEL GODARD (OR MR. GODARD PERSONALLY) HAVE NOT REVIEWED ANY COCKTAIL RECIPE SUBMITTED AS AN ENTRY IN THIS CONTEST AND DO NOT ENDORSE, COUNTENANCE OR OTHERWISE SANCTION ANY RECIPE.

PRIOR TO CREATING AND CONSUMING ANY COCKTAIL POSTED BY A PROSPECTIVE ENTRANT FOR THIS CONTEST, YOU ARE STRONGLY ADVISED TO CONFIRM THAT IT IS PRUDENT AND APPROPRIATE FOR YOU TO DO SO. THIS MAY INCLUDE CONSULTATION WITH A PHYSICIAN OR OTHER MEDICAL PROFESSIONAL.

3. **Judging.**

Entries will be sorted based on the characterization of the recipe as being appropriate for a given time of year (i.e., Fall/Winter, Spring/Summer or Year-Round) as determined by Sponsor in its sole discretion, “Time.” Entries will thereafter be divided based on number of ingredients (Simple Serve or Crafted/Mixology Focused), “Number of Ingredients.”

In the initial round of judging, winners will be selected based on each Time and Number of Ingredients category, with a First, Second and Third Prize being awarded for the top three (3) in each Time and Number of Ingredients category. The initial round of judging will take place on or about April 1, 2024.

In the second round of judging, the verified First Prize winners for each Number of Ingredients sub-category (see Rule 4 below) will be re-evaluated against one another irrespective of Time. The second round of judging will take place on or after April 8, 2024, but timing depends on verification of First Prize winners. The winners in the second round of judging will be publicly recognized by Taffer’s Browned Butter Bourbon/Mr. Jon Taffer in a manner of their sole choosing without prior notice to or approval of winner. Winner will NOT receive any prize in conjunction with such recognition.

In all phases of judging, winners will be selected by Mr. Jon Taffer based on the following, equally weighted criteria:

- a. Taste
- b. Presentation

In all phases of judging, Mr. Taffer will take into account whether the cocktail recipe included Taffer’s Browned Butter Bourbon or non-alcohol alternative as well as whether the entrant’s post included either a photo or video of the cocktail.

In the unlikely event that Mr. Taffer is unavailable to participate in all or part of the judging, Sponsor reserves the right to replace Mr. Taffer with another individual appointed by Mr. Taffer’s management and representation with similar credentials as Mr. Taffer without further notice to entrants.

In the event of a tie in either round of judging, an additional judge (another individual appointed by Mr. Taffer’s management and representation with similar credentials as Mr. Taffer) will review the tied entries using the preceding criteria so as to determine the winner.

Entrants understand and agree that the results of the judging are trade secret, confidential and proprietary information of Sponsor and Diageo Americas, Inc. Entrants waive any right to review or inspect the results of the judging.

4. Winner Verification.

Beginning on or about April 5, 2024, winners of First, Second and Third Prizes will be notified via direct message from @taffersbrownedbutterbourbon (Facebook) or @taffersbrownedbutterbourbon_ (Instagram) depending where entry was posted.

Winners must 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 notified within **two (2) days**, 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 version of Affidavit/Release shall have the same legal force and effect as if hand-signed. Notwithstanding the foregoing, should Sponsor determine in its sole discretion that the electronic signature is unreliable or inadequate, Sponsor reserves the right to condition prize award upon Winner's return of the actual, hand-signed document.

Except where prohibited, acceptance of prize constitutes winner's consent to use of his/her name, likeness, recipe, provided photo or video, and biographical data for advertising and promotional purposes by Sponsor and Diageo Americas, Inc and their respective designees without additional compensation.

Sponsor and Diageo Americas, Inc. shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without notice or further obligation.

5. Prizes/Approximate Retail Values (ARVs):

First Prize (6, 1 per Time and Number of Ingredients category) – Michael Godard and Jon Taffer hat, Taffer's Brownd Butter Bourbon prize pack and check for \$500. ARV: \$599 each.

Second Prize (6, 1 per Time and Number of Ingredients category) - Michael Godard and Jon Taffer hat, Taffer's Brownd Butter Bourbon prize pack and check for \$250. ARV: \$350 each.

Third Prize (6, 1 per Time and Number of Ingredients category) - Michael Godard and Jon Taffer hat, Taffer's Brownd Butter Bourbon prize pack and check for \$100. ARV: \$200 each.

Limit of one (1) Prize per family, household or address. (If a given entrant has more than one [1] recipe among the top three [3] in one or more categories, he/she will receive a Prize only for the higher/highest ranked of his/her entries across all categories. If after the application of the preceding, such entrant still qualifies for the same prize level across multiple categories, the following will be used to determine the category for the purposes of prize award: [i] Fall/Winter Single Serve; [ii] Fall/Winter Crafted/Mixology Focused; [iii] Spring/Summer Single Serve; [iv]

Spring/Summer Crafted/Mixology Focused; [v] Year-Round Single Serve; [vi] Year-Round Crafted/Mixology Focused.)

If any element of First/Second/Third Prize is declined by winner, no substitute prize or compensation will be awarded. Hat component of prize comes with a certificate of authenticity that it was created by Mr. Godard. Hat is intended for display purposes but may also be worn if preferred. ARV does not represent re-sale value of hat component of prize. Prize components will only be shipped to a street address in either Massachusetts or Nevada. Sponsor reserves the right to ship the various prize components to winner separately.

ALCOHOL IS NOT PART OF ANY PRIZE.

6. Content of Entries:

All materials, documents, information and data submitted by entrant in connection with participation in the Contest, including the Contest entry (i.e, the cocktail recipe, cocktail name, description and photo or video of cocktail [as applicable] submitted by entrant; “Cocktail Recipe and Accompanying Material”) are the property of Sponsor/Diageo Americas, Inc. and will not be returned. By participating in the Contest, entrants represent and warrant that their 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. By submitting a Cocktail Recipe and Accompanying Material as an entry in the Contest, entrant further represents and warrants that any person(s) referenced therein has given his or her express written consent to the reference and use as contemplated by these Official Rules and that entrant has obtained written permission for such use from any such person. Submission of a Cocktail Recipe and Accompanying Material as an entry for the Contest grants Sponsor/Diageo Americas, Inc. the right to use, publish, adapt, edit and/or modify such entry in any way, in whole or in part, and to use the 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 <https://www.taffersbrownedbutterbourbon.com>, @taffersbrownedbutterbourbon, @taffersbrownedbutterbourbon_, other social media accounts of Sponsor, Sponsor’s other websites as well as Diageo Americas, Inc.’s other websites, without limitation or compensation to the entrant and without right of notice, review or approval of any such use of the entry. Submission of a Cocktail Recipe and Accompanying Material as an entry further constitutes the entrant's consent to irrevocably assign and transfer to the Sponsor/Diageo Americas, Inc. 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 the Cocktail Recipe and Accompanying Material submitted as an entry in the Contest shall not be confidential, proprietary or trade secret. By submitting a Cocktail Recipe and Accompanying Material as an entry in the Contest, entrant consents to Sponsor’s/Diageo Americas, Inc.’s use, reproduction and disclosure of the entry, and ideas, concepts or other materials contained therein, for any purpose, including any commercial purpose. **ANY COCKTAIL RECIPE AND ACCOMPANYING MATERIAL SUBMITTED AS AN ENTRY IN THE CONTEST 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 ENTRY FOR THE CONTEST. (To the extent that a cocktail recipe includes products manufactured by third parties, such third party brand names should NOT be identified in the cocktail recipe. All references to products MUST be generic in nature. For example, if a cocktail recipe includes sugar, the ingredient should be identified as “sugar” NOT “[Brand] sugar.”)

The Cocktail Recipe and Accompanying Material must be created solely by the entrant. By submitting a Cocktail Recipe and Accompanying Material as an entry in the Contest, entrant represents and warrants that: (i) all elements of the Cocktail Recipe and Accompanying Material are the sole and original creation of the entrant and have not been copied in whole or in part from any other work; (ii) the Cocktail Recipe and Accompanying Material do 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 in the Cocktail Recipe and Accompanying Material 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 a Cocktail Recipe and Accompanying Material that contains the name or otherwise references any person, you hereby represent and warrant that you have obtained such written permission. Any Cocktail Recipe and Accompanying Material that contains third party works, copyrights, trademarks, trade names, logos, similar brand identifying marks, trade secrets or other proprietary rights will not constitute a valid entry for the Contest.

Cocktail Recipe and Accompanying Material shall NOT (a) reference persons consuming alcoholic beverages; (b) 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 women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status; or (e) include a reference to any person that appears to be under 21 years of age. Obscene, provocative or otherwise objectionable content or that which reflects poorly on Taffer’s Browned Butter Bourbon, Sponsor and/or Diageo Americas, Inc. or which defame or disparage Mr. Jon Taffer and/or Michael Godard will not be considered and the determination of the appropriateness of any Cocktail Recipe and Accompanying Material is at the sole discretion of the Sponsor/Diageo Americas, Inc. and Mr. Taffer in his capacity as judge.

7. Eligibility:

This Contest is open only to legal U.S. residents of Massachusetts and Nevada, who are 21 years of age or older at the time of entry. Offered only in Massachusetts and Nevada. Void elsewhere and 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: Browned Butter Bottling, LLC, Diageo Americas, Inc., Jon Taffer’s management and representation, Michael Godard’s management and representation and, as applicable, their respective affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. Mr. Taffer and Mr.

Godard as well as members of their families and households are also not eligible. All federal, state and local laws apply.

8. 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 as well as the decisions of Mr. Taffer in his capacity as judge, as applicable. No substitution of prize or cash equivalent (other than for check component of prize) except at Sponsor's sole discretion. Prize is non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on prize are winner's sole responsibility. By accepting prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking to redeem said prize. Sponsor reserves the right to conduct a background check of any criminal records of 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 prize winners 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, Diageo Americas, Inc., and Jon Taffer's management and representation (as well as Mr. Taffer personally) and 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 awarded prize (including any travel or activity related thereto). Sponsor and Diageo Americas, Inc. make no representation, warranty or guarantee of any kind (including the warranty of merchantability or fitness for intended purpose) regarding any prize under any legal theory.

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 prize. Upon receipt of prize, the winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

In consideration of his/her receipt of any prize, prize winner for himself or herself and his or her guests, heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge Sponsor and all related parties, Diageo Americas, Inc., Jon Taffer's management and representation (as well as Mr. Taffer personally) and 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.

9. Electronic Entries:

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

In the event of a dispute, online entries will be deemed made by the authorized account holder of the e-mail address associated with the Facebook or Instagram handle (as applicable) 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, online service, or other organization that is responsible for assigning e-mail addresses. Sponsor is not responsible for lost, late, damaged, illegible, misdirected, incomplete entries or entries not received due to lost, failed, delayed or interrupted connections or miscommunications, or for other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of online entries. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by any human or technological error that may occur in the processing of online entries in this Contest or for filtering by or other operation of the functionality of Facebook and/or Instagram which prevents the Contest from being implemented as intended. Sponsor/Diageo Americas, Inc. reserve the right, in their sole discretion, to cancel or suspend all or a portion of the Contest, should viruses, bugs or other causes beyond the control of the Sponsor/Diageo Americas, Inc. corrupt the administration, security or proper operation of the Contest. CAUTION: ANY ATTEMPT BY A PERSON TO DEFRAUD SPONSOR, DIAGEO AMERICAS, INC. OR MR. TAFFER OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND DIAGEO AMERICAS, INC. EACH RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. Winners' List:** For names of prize winners, please send a self-addressed stamped envelope to TAFFER'S Cocktail Competition Winners, c/o Brownd Butter Bottling, LLC 127 E. Warm Springs Rd. Las Vegas, NV 89119 All requests for the winners' list must be postmarked by April 30, 2024 and received by May 14, 2024.

Sponsor: Brownd Butter Bottling, LLC, Las Vegas, NV.

TAFFER'S BROWN BUTTERED BOURBON Whiskey With Natural Flavors. 40% Alc/Vol. CV Bottling Co., STE., GENEVIEVE, MO.

Please Drink Responsibly.