

**“BEVERAGE BRAND AMBASSADOR ACADEMY”
SCHOLARSHIP OFFICIAL RULES**

NO PURCHASE OR USE OF WIRELESS SERVICE NECESSARY TO ENTER OR WIN. A PURCHASE OR USE OF WIRELESS SERVICE WILL NOT INCREASE YOUR ODDS OF WINNING. MUST BE 23 YEARS OF AGE OR OLDER TO PARTICIPATE.

Eligibility: The “Beverage Brand Ambassador Academy” Giveaway/scholarship (the “Giveaway/scholarship”) is open only to adults who are at least twenty-three (23) years of or older at the time of entry (the “Entrant”). The Giveaway/scholarship is subject to all applicable federal, state and local laws and regulations. Void where restricted or prohibited by law. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Giveaway/scholarship. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Sponsor: Duff on the Rocks, LLC

Giveaway/scholarship Dates: The giveaway/scholarship begins on, January 1, 2022, at 12:00 PM Eastern Time (“ET”) and ends on December 19th 2022 at 11:59 PM ET (the “Giveaway/scholarship Period”). Sponsor is the official time-keeping device for the Giveaway/scholarship. Entries should be submitted by the 14th of each active month.

Giveaway/scholarship Details:

We’re asking potential students to submit a two (2) to three (3) minute video of yourself, showcasing why you believe you would make a good Brand Ambassador in the spirits industry. This video is great place to show your passion, professionalism, and personal style.

How to Enter:

Visit [<http://www.duffontherocks.com/2022scholarship>] (the “Web Site”), follow all instructions, and complete and submit a video [<https://form.jotform.com/213466258272156>] presentation of yourself describing what you believe are the qualities of good brand ambassador and why you believe you would make a great Brand Ambassador. You should be visible in your video speaking to the camera and all videos must include your first and last name. The video must be between two (2) and three (3) minutes in length.

Only entries received during the Giveaway/scholarship Period, and which are otherwise fully compliant with these Official Rules are “Valid Entries.”

Multiple entries are not allowed. By entering this Giveaway/scholarship, you understand that you are providing your information to the Sponsor and that all entries become the property of Sponsor and will not be acknowledged or returned. All Entrant information, including e-mail addresses, is subject to the Privacy Policy of the Sponsor. By entering, you are giving Sponsor the permission to use your submission on all Sponsor websites and social media pages to promote the Giveaway/scholarship.

Entering is free. Limit: one (1) entry per person, per cell phone number, social media account and per email address during the Giveaway/scholarship Period, regardless of method of entry. A person must enter via [<http://www.duffontherocks.com/2022scholarship>]. Multiple entries will automatically result in disqualification. All entries must be posted no later than the deadline above for each month of the Giveaway/scholarship Period. All entries become the property of the Sponsor.

Limit: Entrants may not participate with multiple accounts. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities or registrations, or any other methods will void that Entrant's entries and that Entrant may be disqualified.

In the event of a dispute involving entries submitted by multiple individuals using the same email account or address, the entry will be deemed to have been submitted by the authorized subscriber of the email account used to enter the Giveaway/scholarship at the time of entry. The authorized account subscriber/owner is defined as the natural person who is assigned to an email address by the relevant Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address (as applicable) and he/she must fully comply with these Official Rules. Entries from any person, email address, or household in excess of the above-stated entry limit are prohibited and will void all entries by that Entrant.

Use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in disqualification. Facsimile and mechanically reproduced entries will not be accepted. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter the Giveaway/scholarship will be deemed to be the All entries submitted become the sole property of Sponsor and will not be acknowledged or returned. Proof of submission is not proof of receipt by Sponsor. Entries will not be judged but must adhere to the entry guidelines indicated herein, as determined by Sponsor in their sole discretion.

Normal internet access and device usage charges or on-line service charges may apply. For those persons participating with a mobile device: data rates apply to internet access via mobile devices. Other charges may apply; check your mobile plan for rates/details. Internet access may not be available in all areas.

Judging Criteria:

Submissions shall be judged by a panel of (3) distinguished judges who will view and score each video submission based on the following criteria:

[INSERT JUDGING CRITERIA, examples provided below]:

- **Judging Criteria #1:** Passion for the industry and the role of Brand Ambassador (IT Factor)
- **Judging Criteria #2:** Presentation in a clear, concise and professional manner
- **Judging Criteria #3:** Complete and compelling answer to the question posed

The Entrant with the most qualifying points? during the Giveaway/scholarship Period will win the Prize (as defined below). In the event of a tie, Sponsor, in its sole discretion, may select the Winner by random drawing from among all remaining eligible entries subject to the tie.

Selection of Winner(s): On or about the 15th of each month of the Giveaway/scholarship Period, Sponsor or an independent Giveaway/scholarship/judging organization or entity designated by Sponsor will select a Winner from all

Valid Entries in accordance with the Judging Criteria and at the Sponsor's sole discretion; Sponsor has final say in selecting the Winners. After the potential prize winner with the highest score is chosen, Sponsor and/or its independent Giveaway/scholarship/judging organization will determine, in its/their sole discretion, which entries are deemed Valid Entries, and their decisions and the result of the drawing will be final in all respects. Odds of winning depend on the total number of Valid Entries timely received. **A POTENTIAL PRIZE WINNER IS NOT A WINNER UNTIL HIS OR HER ELIGIBILITY HAS BEEN VERIFIED BY**

THE SPONSOR. Sponsor will not accept a screenshot or other material in lieu of its validation process.

In the event that a potential prize winner is disqualified for any reason, Sponsor, in its sole discretion, may select an alternate winner by random drawing from among all remaining eligible entries.

Winner Notification: Potential winner will be notified by email provided on such potential winner's entry on or about during the Giveaway/scholarship Period ("Prize Notification"). Prize Notification by email shall be deemed to have occurred on the date Sponsor or Sponsor's designee first attempts to make email contact with a potential winner. In order to receive the Prize (as defined below), potential winner must provide his or her social security number and will also be required to sign an affidavit or certification of eligibility and publicity/liability release within seven (7) business days of the date of initial Prize Notification, or an alternate potential winner will be selected at Sponsor's sole discretion. If any prospective potential winner is found to be ineligible for any reason, an alternate potential winner may be selected at Sponsor's sole discretion. If Prize Notification is returned as undeliverable, it will result in disqualification, and, at Sponsor's sole discretion, the Prize may be awarded to an alternate potential winner. Any non-response by a potential winner or Sponsor's failure to receive a response from any potential winner within the prescribed seven (7) business day period will result in disqualification of such potential winner and the selection of an alternate potential winner in Sponsor's sole discretion and time permitting. In the event Sponsor is unable to contact a potential winner or if a potential winner is non-compliant with these Official Rules, the potential winner will be disqualified and an alternate potential winner will be selected. Sponsor is not responsible for unsuccessful efforts to notify any potential winner. Notwithstanding the foregoing, the potential winner and any alternate potential winners are collectively referred to herein as the "Winner."

Prize: Winner will receive a Beverage Brand Ambassador Academy course valued at \$2500.00 USD (the "Prize"). The Prize will be awarded to one (1) Winner per month, during the Giveaway/scholarship Period, in the form of course access provided via email.

Any costs, expenses or incidentals associated with Prize acceptance and use not specified herein as being provided are the responsibility of the Winner including, without limitation, all Federal, state, local and income taxes on the Prize.

General Prize Conditions: Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. No transfers or substitutions are permitted, except that Sponsor reserves the right to substitute a Prize (or portion thereof) with one of comparable or greater value in its sole and absolute discretion. Winners must execute liability/publicity releases prior to issuance prizes. **Prize award is subject to verification of eligibility and compliance with these Official Rules.** Any and all Federal, state and local taxes on Prizes, and any other costs, fees and expenses not explicitly stated herein as being awarded, are the sole responsibility of the Winner. Prizes will be distributed within (72) Hours, from the date of completion of the Winner verification process. All Prize details are at Sponsor's sole discretion. Sponsor reserves the right to conduct a background check, including but not limited to criminal history on Winners. To the extent required by law, Winners shall authorize this check.

Prize Claims: Except where prohibited, each potential winner must sign and return to the Sponsor an

affidavit of eligibility/release of liability/publicity release (the "Release") and IRS form W-9 in order to claim the respective prize (collectively, the "Required Documents") within the time frame indicated in the notification. If the potential winner fails to sign and return the Required Documents within the required time period, the potential winner forfeits his/her right to the prize and an alternate winner may be selected at random from among all remaining non-winning eligible entries received during the Giveaway/scholarship Period, time permitting. The Prize is taxable as income.

General: By participating, all Entrants warrant and represent that they have complied in full with these Official Rules, including but not limited to all eligibility requirements, and further agree to be bound by these Official Rules and the decisions of Sponsor and/or the Giveaway/scholarship/judging organization or entity, which are final and binding in all respects. All entries become the property of Sponsor and will not be returned or acknowledged. Photocopies, facsimiles, illegible, incomplete or mechanically reproduced entries are not eligible. Entry materials that have been tampered with or altered, mass entries or entries generated automatically or robotically, or by a script, macro or use of any automated or mechanical device(s) or practices, or any other means which subvert the entry process are void.

Release: Sponsor, and their respective parents, affiliates, subsidiaries, divisions and/or advertising or Giveaway/scholarship agencies, individuals or entities responsible for the development, printing, distribution and implementation of this Giveaway/scholarship, suppliers, distributors and retailers of alcohol-beverage products, and each of their respective employees, officers, directors and agents (collectively, "Released Parties") are not responsible for: (i) lost, late, misdirected, damaged, illegible or postage due entries; (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, mechanical, typographical, printing, computer, hardware or software malfunctions or errors of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor; (iii) hardware or software errors; faulty computer, telephone, cable, satellite, network, cellular towers, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled, scrambled, delayed or faulty data transmission entries; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Giveaway/scholarship, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Giveaway/scholarship, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Giveaway/scholarship; or (iv) any injury or damage to Entrant's or any other person's computer or other device related to or resulting from entering or otherwise participating in the Giveaway/scholarship or downloading materials from or use of a Web Site. Released Parties are also not responsible for any other errors in connection with the Giveaway/scholarship, including, without limitation, errors or problems in connection with the administration of the Giveaway/scholarship, the processing of entries, of any photo, the announcement of the Winners, or typographical, printing or other errors in these Official Rules or in any Giveaway/scholarship-related materials. Sponsor reserves the right to withdraw and terminate, or modify, the administration of the Giveaway/scholarship if it becomes technically corrupted, if a computer virus or system malfunction impairs its ability to conduct the Giveaway/scholarship, or if the online entry method otherwise becomes impossible, impractical, infeasible for any other reason. If for any reason the Giveaway/scholarship is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway/scholarship, Sponsor reserves the right, at its sole discretion to cancel, suspend, modify or terminate the Giveaway/scholarship. In the event of cancellation or termination, Sponsor will award Prizes for the drawings at issue in a random drawing from all non-suspect, eligible entries received for the applicable drawing(s) up to the time of such cancellation or termination of the Promotion.

By participating in the Giveaway/scholarship, each Entrant agrees to release, defend, indemnify and hold harmless Released Parties from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to by: (i) entering or participating in the Giveaway/scholarship (including any claims of third parties alleging infringement, rights of publicity, rights of privacy or defamation or other intellectual property rights); (ii) the acceptance, use or misuse of any Prize; and/or (iii) participation in any Prize-related activities or travel. By participating in the Giveaway/scholarship and accepting a Prize, Entrant irrevocably grants to Sponsor and its designees, the unconditional and perpetual right and permission to use the Entrant's name, address (city and state), image, voice, likeness, statements, biographical material and entry/submission, including, but not limited to any still image, likeness, photos, names, special effects or digital or other recording, performances or other material contained in such entry/submission, as submitted or as edited, altered or modified in any way by the Sponsor or its designee(s) in the Sponsor's sole discretion) as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Entrant and arising from his/her participation in this Giveaway/scholarship in any and all media now known or hereafter devised, throughout the world in perpetuity, for advertising, Giveaway/scholarship or any other purposes, without limitation and without additional review, notification, compensation, or approval from the Entrant (unless prohibited by law). Entrant further agrees to release, indemnify and hold harmless Sponsor from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented and/or prepared by or on behalf of Sponsor infringes on the rights of Entrant's work as contained in any submitted entry.

Warranty: By entering, each Entrant warrants and represents (i) that each individual featured or visible in Entrant's entry/submission is at least 21 years of age or older at the time the entry was initially shot or otherwise prepared; (ii) that the Entrant owns all rights to the submission he/she is entering in this giveaway/scholarship, including, without limitation, the Photo, Recipe and all materials contained in each submission, with the exception of any Sponsor brand assets that may be provided or made available by the Sponsor for use by Entrants in connection with this Giveaway/scholarship; (iii) that the Entrant is the individual pictured in the submission, or, alternatively, that the Entrant has obtained permission from each and every person appearing in the submission, granting full exhibition rights to the Sponsor as described in these Official Rules, and can make written copies of such permissions available to the Sponsor upon request; and (iv) that his/her submission(s): (a) is original to the Entrant and has been legally obtained and created, (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, rules regulations, or network standards; (c) has not been entered in or won any previous giveaway/scholarships or awards and any Photo submitted has not been previously uploaded on YouTube or any other social media website in any format; and (d) is being submitted voluntarily and on a non-confidential basis. By submitting an entry/submission, Entrant warrants and represents that he/she consents to the submission and use of the entry/submission in this Giveaway/scholarship and to its use as otherwise set forth herein.

Content: Each entry must be suitable for display and publication in all forms of media, including but not limited to the internet, the World Wide Web, print, radio, and network, cable or satellite television broadcast. Accordingly, entries may not contain, as determined by the Sponsor, in its sole discretion, any content that: (i) is sexually explicit; violent or derogatory; profane; (ii) promotes any activities that may appear unsafe or dangerous; (iii) features, advocates, suggests, condones, or treats in a humorous manner the excessive, underage or irresponsible consumption of beverage alcohol products; (iv) is obscene or offensive, including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group; (v) portrays Sponsor or Sponsor's brands or products in any way that may give rise to public contempt, scandal, disrepute or ridicule or that defames, misrepresents or contains disparaging remarks about Sponsor or other people or companies; (vi) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others; contains any personal identification; (vii) contains copyrighted materials owned by others (including songs, photographs, sculptures, paintings, and other works of art or images published on or in

websites, television, movies or other media); (viii) contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead; (ix) communicates messages or images inconsistent with the positive images and/or good will to which Sponsor associates; (x) violates any law; and/or (xii) does not comply with the DISCUS Code of Responsible Practices, including, but not limited to, photos that promote over consumption, or the irresponsible consumption of alcoholic beverages. Sponsor reserves the right to make determinations of suitability in its sole and absolute discretion, and to disqualify any entries it determines to be inappropriate for any of the reasons listed above, or for any other reason.

Assignment of Rights: If Entrant's submission is judged a potential winner, Entrant may be required to execute such documents as may be required by Sponsor to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the submission, including, without limitation, all copyrights, and forever waive all moral rights in the submission, any rights of privacy, intellectual property rights, and any other legal or moral rights that might preclude the Sponsor's use, alteration or modification of the submission or require the Entrant's permission to use it for any purpose, and agrees to never sue or assert any claim against the Sponsor or any entity acting pursuant to Sponsor's direction for any use, alteration of such submission.

Legal Warning: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE GIVEAWAY/SCHOLARSHIP IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND TO DILIGENTLY PURSUE ALL REMEDIES (INCLUDING REASONABLE ATTORNEYS' FEES) AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Interpretation: This Giveaway/scholarship shall be governed by and interpreted under the laws of the State of New York,

U.S.A. By participating, Entrants agree that any and all disputes arising out of or relating in any way to this Giveaway/scholarship shall be litigated only in courts sitting in the Southern District of New York, U.S.A. The New York courts (State and Federal) shall have sole jurisdiction of any controversies regarding the Giveaway/scholarship and the laws of the State of New York shall govern the Giveaway/scholarship. Each Entrant waives any and all objections to jurisdiction and venue in these courts and hereby submits to the jurisdiction of these courts.

Winner's list: (Available after the 18th of each active month): For a list of Winners, please visit <http://www.duffontherocks.com/2022scholarship>. Winners will be notified via email as detailed above.

Sponsor shares your concerns about the privacy of your personal information. By entering this Giveaway/scholarship, Entrants agree to receive possible marketing materials, communications and other materials from the Sponsor and/or any promotional partners whose products and services Sponsor feels might interest Entrants at a future date. An Entrant not interested in receiving future promotional offers should email **info@beverageBA.com** to notify the Sponsor that he or she does not desire to receive such materials.