

ROAD TO A MILLION - OFFICIAL RULES

The Road to a Million Promotion is intended for the 50 United States and D.C. only and will be construed and evaluated according to United States laws. You must be a legal resident of the 50 United States or the District of Columbia to register. You must also be 21 years or older as of March 23, 2023, the Promotion start date, in order to register. These Official Rules are also available at <https://unclenearest.com/distillery/>

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C.

MUST BE 21 YEARS OF AGE OR OLDER.

VOID WHERE PROHIBITED.

1. How to Enter: Beginning at 6:00 p.m. Central Time (“CT”) on March 23, 2023 (the “Commencement”) until the date and time where Uncle Nearest, Inc. (“Sponsor”) receives its one millionth visitor or until 11:59 p.m. on December 31, 2026 (the “End”), you may enter the Road to A Million (the “Promotion”) by visiting the Nearest Green Distillery located at 3125 US-231, Shelbyville, Tennessee 37160, and completing and submitting the entry form that will be available by scanning the Road to a Million QR codes (an “Entry”). The Commencement to the End shall be the “Promotion Period.”

Road to a Million QR Codes will be posted on signage at locations at the Nearest Green Distillery, 3125 US-23, Shelbyville, TN 37160, including the Welcome Desk and Checkout Counters at the Welcome Center, in Barrel House II by the registers, and near the bar in Humble Baron.

Each visitor (“You” or “Your”) that participates in the Promotion must provide Your full name, date of birth, email address, and zip code in Your Entry. All Entries must be received by the end time and date of the Promotion Period to be eligible for the drawing. Incorrect and incomplete Entries are void.

Note: In order to register, ad blocking software on Your computer or device may need to be disabled. The Sponsor does not warrant that QR Codes will function on Your computer or device or that Your computer or device will complete an Entry.

Limit of one (1) Entry per eligible person per calendar week during the Promotion Period. Limit of twelve (12) Entries per eligible person per calendar year during the Promotion Period. If more than 1 Entry is received during the same calendar week, only the first Entry will be accepted and additional Entries will be disqualified. If more than 12 Entries are received during the same calendar year, only the first 12 Entries will be accepted and additional Entries will be disqualified. Multiple participants are not permitted to share the same email address. Any attempt by you to obtain more than one (1) Entry per calendar week or twelve (12) Entries per calendar year by using multiple and/or different email addresses, identities, registrations or logins, or any other methods may void your Entries and you may be disqualified from the Promotion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all Entries by you. In

the event of a dispute as to any online Entry, the Authorized Account Holder of the email address used to enter will be deemed to be the entrant. The “Authorized Account Holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Prospective Grand Prize Winners may be required to show proof of being the Authorized Account Holder.

Sponsor will track visitors by using traffic counters that have been installed in the Nearest Green Distillery for purposes of determining the End of the Promotion Period (the “Traffic Count”). Entries will not be used to count the number of visitors to Nearest Green Distillery for purposes of this Promotion. The Traffic Count is the sole and final method for determining the End of the Promotion Period.

2. Eligibility: This Promotion is open only to legal residents of the 50 United States and D.C. who are 21 years of age or older as of the Promotion start date or who turn 21 years of age during the Promotion. The birthdate You provide in Your Entry will verify your eligibility under this requirement. Employees and members of their households, whether or not related, and immediate families (spouses, parents, siblings, children and each of their respective spouses) of the Sponsor and their respective parent companies, subsidiaries, and affiliates, and their advertising and promotion agencies, professional advisors, and all local sponsors are not eligible. Additionally, the following are not eligible to participate in the Promotion: (i) any employees or Commissioners of the Tennessee Alcoholic Beverage Commission; (ii) any employees or commissioners of any commission, department, bureau or other governmental agency that regulates alcoholic beverages in any of the 49 other states of the United States and D.C.; (iii) any employee of the Alcohol and Tobacco Tax and Trade Bureau; and (iv) any employee, officer, director, owner or other representative of any wholesaler or retailer of alcoholic beverages. The parties deemed ineligible to participate in the Promotion in this paragraph are hereinafter referred to as “Disqualified Parties.” Void where prohibited.

3. Privacy: In connection with the Promotion entry process, Sponsor may be collecting personal data about You in the entry form in accordance with Sponsor’s privacy policy. Please review Sponsor’s privacy policy located at: <https://unclenearest.com/privacy/>. By participating in the Promotion, You hereby agree to Sponsor’s collection and usage of Your personal information and acknowledge that You have read and accepted Sponsor’s privacy policy. When you submit an Entry, You may be asked to consent to receive promotional emails and reminders for upcoming promotions and information about Sponsor. Consenting to receive such emails is optional and does not have to be agreed to in order to be eligible to enter the Promotion and does not improve Your chances of winning.

4. Publicity Grant: Except where prohibited, participation in the Promotion constitutes Your consent to Sponsor’s use of Your name, photograph, likeness, statements, biographical information, voice, Entry, and state of residence for promotional purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

5. Limitations of Liability: Sponsor, its respective affiliates, subsidiaries, parent companies, advertising and promotion agencies, prize suppliers and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) (collectively, "Released Parties") are not responsible for: any incorrect or inaccurate Entry information; human error; technical malfunctions; failures, omissions, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Promotion; inability to access the QR Codes; theft, tampering, destruction, or unauthorized access to, or alteration of Entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any Entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, postage due, or any combination thereof. Online submission is not considered proof of delivery or receipt. Upon submission, all Entries become the property of Sponsor and will not be returned. Sponsor reserves the right to conduct a background check on any prospective Grand Prize Winners (as defined below) and reserves the right in its sole discretion to disqualify any person based on such background check if Sponsor determines in its sole discretion that awarding the prize to such prospective Grand Prize Winner might reflect negatively on Sponsor. Failure by prospective Grand Prize Winners to agree to a background check may also result in disqualification. By entering, You agree to release, discharge, indemnify and hold harmless the Released Parties from and against all claims and damages or liability arising in connection with Your participation and/or entry in the Promotion and/or Your receipt or use of any prize awarded in this Promotion or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion. Any and all warranties and guarantees are subject to the respective manufacturer's terms. If by reason of a data or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

6. How Winner will be Determined: Ten (10) prospective Grand Prize Winners (the "Grand Prize Winners") will be selected in a random drawing from among all eligible Entries received during the Promotion Period. Sponsor will use commercially reasonable efforts to contact Grand Prize Winners by phone or email on within five (5) business days following the

drawing. Sponsor's decisions with respect to the prospective Grand Prize Winners, these Official Rules, and all other matters pertaining to the Promotion shall be final and binding. Sponsor, in its sole discretion, shall have the right to change the date on which the Grand Prize Winners will be selected and You acknowledge and agree that the date of the drawing is contingent upon Sponsor receiving one million visitors.

Prospective Grand Prize Winners will be required to sign an affidavit of eligibility, provide a valid social security number, provide a valid driver's license, and provide any other documentation deemed necessary by Sponsor to prove a prospective Grand Prize Winner's eligibility, including proof that they are not a Disqualified Party, and sign a release of liability and publicity (where permitted), and return same, properly executed, within five (5) business days of issuance of prize notification. If Sponsor is unable to contact any of the prospective Grand Prize Winners within five (5) days from first notification attempt, if any of the prospective Grand Prize Winners fail to complete and return all requested forms by the specified date, or if any of the prospective Grand Prize Winners fail to comply with any of the requirements, his/her prize will be forfeited and an alternate prospective Grand Prize Winner will be selected by Sponsor. In the event a prospective Grand Prize Winner is disqualified for any reason, Sponsor will continue to select an alternate prospective Grand Prize Winner until all ten (10) prospective Grand Prize Winners are deemed qualified. The odds of winning depend upon the number of eligible Entries received.

7. Conditions of Entry: Entry materials that have been tampered with or altered are void. If in the Sponsor's sole opinion there is any suspected or actual evidence of electronic or nonelectronic tampering with any portion of the Promotion, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise, corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Promotion, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and void any Entries submitted fraudulently, to modify, suspend, or terminate the Promotion, or to conduct a random drawing to award the prizes using all eligible, nonsuspect Entries received as of the termination date or as otherwise deemed fair and appropriate by Sponsor. Should the Promotion be terminated prior to the stated expiration date, notice will be posted on the Sponsor's website and/or applicable social media accounts. In the event of a dispute as to the identity of any of the prospective Grand Prize Winners based on an email address, the winning Entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry. **CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE QR CODES, SPONSOR'S DATA, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

8. Prize: The Grand Prize Winners will each receive the following (the "Prize"): One Hundred Thousand Dollars (\$100,000) presented in the form of a check. Approximate Retail Value ("ARV") of the Prize: \$100,000.

The specifics of all aforementioned elements of the Prize in the Promotion shall be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of the Grand Prize Winners. All federal, state and local taxes on the Prize are the Grand Prize Winners' responsibility. The Grand Prize Winners will be issued a 1099 tax form for the actual value of the Prize.

Prize cannot be transferred or substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize, or portions thereof, with a prize of equal or greater value.

9. Disputes and Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Promotion Entities in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of Tennessee. Any action or litigation concerning this Agreement shall take place exclusively in the state courts sitting in Bedford County, Tennessee, and You expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to the courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Tennessee. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

10. Severability: If any provision of these Official Rules shall be held invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the Sponsor's fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

11. Winners List: Beginning on or about one (1) month after the Grand Prize Winners have been randomly selected, you may obtain the names of the Grand Prize Winners by going to the Sponsor's website.

12. Sponsor: Uncle Nearest, Inc., 3125 US-231, Shelbyville, Tennessee 37160.

13. Trademark Attribution: The following trademarks are owned by Sponsor: Uncle Nearest, The Best Whiskey Maker The World Never Knew, Nathan Green, Nearest Green, and Drink Honorably.

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