NO PURCHASE NECESSARY. MAKING A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. OPEN TO U.S. RESIDENTS 21 OR OLDER. VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

- DESCRIPTION AND SPONSOR: The Slow and Low Elle King Sweepstakes (the "Sweepstakes") begins at 12:01 a.m. Pacific Time ("PT") on January 13, 2023 and ends at 11:59 p.m. PT on February 13, 2023 (the "Sweepstakes Period"). The Sweepstakes is sponsored by The Cooper Spirits Company, The Alcott Cottage, Suite 250, Newtown Square, PA 19073 (the "Sponsor"), and is solely responsible for all aspects of this sweepstakes
- 2. **ELIGIBILITY:** The Sweepstakes is open to legal U.S. and Canada residents currently residing in any of the Continental United States of America (Excludes Alaska, Hawaii and Rhode Island), who are at least 21 years of age or older as of the start of the Sweepstakes Period. No purchase is required to enter or win the Sweepstakes. No more than one (1) entry per natural person/email address/phone number. Limit one (1) prize per natural person/household. The Sweepstakes is void in Alaska, Hawaii, Rhode Island, Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. Employees and officers of the Sweepstakes Entities, their parents and subsidiaries, advertising and promotion agencies and all other persons or entities participating in the design, promotion, marketing, advertising, administration, or fulfillment of the Sweepstakes, and their immediate families (i.e., spouse, parent, child, sibling and their respective spouse) and persons living in the same household of each are ineligible to participate in or win the Sweepstakes. Suppliers, distributors and retailers of alcohol-beverage products, and individuals who are employees of or members of the immediate family or persons living in the same household, whether or not related, of any of the foregoing are ineligible to participate in or win the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.
- 3. **ENTRY**: There is one entry method for the Sweepstakes (the "Entry Method"). During the Sweepstakes Period, visit <u>slowandlowxelleking.com</u> (the "Website") and follow the instructions.

During the Sweepstakes Period, Entrants can view the Official Rules by visiting the Website. For purposes of these Official Rules ("Rules"), all times and days are Eastern time. There is a limit of one (1) entry per person for the entire Sweepstakes Period. Duplicate entries will be discarded. Participants may not enter with multiple e-mail addresses.

4. DRAWING AND NOTIFICATION: The winner of the Sweepstakes Prize ("Prize Winner") will be selected from among all eligible entries received in a random drawing on or around February 15, 2023 ("Drawing Date"), by the Sponsor, whose decisions are final and binding in all matters relating to the Sweepstakes. Odds of winning will depend on the total number of eligible entries received. The potential Prize Winner will be notified by phone or email and will be required to provide any document Sponsor may require, within a specified time, and may be required to sign and return an affidavit of eligibility and liability/publicity release ("Release"). The potential travel companion of the potential Grand Prize Winner will also be required to timely sign and return release documents as specified by Sponsor. Sponsor is not responsible for any change to an entrant's mailing address, email address and/or telephone number. Except where prohibited by law, the Release will state that the Prize Winners agree to allow Sponsor to use (without additional compensation) his or her name, city and state, and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor's website(s) and affiliated website(s)). The Prize Winner may also be required to provide proof of age, date of birth, social security number, current address and phone number. Unless restricted by law, Prize Winners will be required to complete and return the Release within seven (7) days of written notification. A failure to timely return a signed Release or other required documentation will result in forfeiture of the prize. The return of a prize notification as undeliverable or a potential Prize Winner becoming disgualified for any reason will also result in forfeiture of the prize. Federal and state income taxes may apply and are the sole responsibility of the Prize Winner, regardless of whether the prize is used in whole or in part. Prize winner could be issued an IRS Form 1099 for the value of his/her/their prize. Any and all expenses not specifically stated as being included are excluded, and are the responsibility of the Prize Winners. The Prize Winners will not receive cash or any other form of compensation. No assignment, transfer, cash redemption, or substitution of the Sweepstakes Prizes is permitted, but Sponsor reserves the right to substitute a prize or prize component for one of comparable or greater value should any prize become impracticable to award or unavailable for any reason. Non-compliance with these Official Rules may result in disgualification and selection of alternate Prize Winner from

among the remaining eligible entries. The alternate Prize Winner(s) will be required to respond as directed. If any Prize Winner, including alternates as described under "Drawing and Notification" cannot be certified by February 28, 2023, then the Sweepstakes Prize will not be awarded.

- 5. GRAND PRIZE: There will be one (1) Grand Prize awarded at random following the conclusion of the Sweepstakes Period ("Grand Prize"). The Grand Prize will consist of a trip to Chicago, IL to an Elle King concert, and shall have an approximate retail value ("ARV") of two thousand four hundred dollars (\$2,400). The components of the Grand Prize are:
 - \$1,000 airline gift card to be utilized for round-trip standard economy airfare for two (2) people to a major commercial airport in Chicago, IL. The departing and returning flights will be based out of the major U.S. airport hub closest to the Grand Prize Winner's place of residence, or at the Sponsor's discretion.
 - \$700 hotel gift card to be utilized for Two (2) nights' stay for two (double occupancy, standard room) in a hotel to be chosen by Sponsor.
 - Two (2) tickets to the Elle King Concert in Chicago, IL, on March 4, 2023.
 - Meet and Greet for two (2) people with Elle King.
 - A four hundred dollar (\$400) VISA[®] gift card.
- 6. **ARV OF THE GRAND PRIZE**: The ARV of the Grand Prize is two thousand four hundred dollars (\$2,400), calculated as of the date of printing of these Official Rules. Actual value may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of Grand Prize will not be awarded. If the Grand Prize Winner opts to travel without a guest, the difference will not be awarded to the Grand Prize Winner.
- 7. **PRIZE CONDITIONS**: **The Grand Prize does not include any alcoholic beverages.** Sponsor reserves the right to make all selections regarding the contents of the Grand Prize. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Travel and hotel accommodations are subject to capacity controls, availability, blackout dates and other restrictions, all of which are subject to change at Sponsor's sole discretion. The Sweepstakes Winners will be responsible for the taxes associated with airfare at the time of booking. Airline tickets are non-transferable. Paid upgrades or upgrades using frequent flier mileage are not available. Travel must take place on dates specified by Sponsor and be completed by March 6, 2023. All costs and expenses not specifically listed as included in the Grand Prize herein are the sole responsibility of the Prize Winner, including without limitation, meals, ground

transportation, airport transfers, optional excursions, trip protection coverage, hotel extras, phone and internet service, laundry service, in-room movies, personal items, mini-bar, baggage handling, gratuities, special airport fees, 9/11 security fees, and taxes, if any. Neither Sponsor nor any of their prize suppliers will replace any lost or stolen Grand Prize or any component thereof once delivered to the Prize Winner. Any and all activities related to use of the Grand Prize, including, without limitation, air travel, are at the Prize Winners', and his or her guest's (if applicable), own risk and subject to whatever restrictions are imposed by the entities that govern such activities. The Grand Prize Winner's guest must be at least 21 years old and must travel with the Grand Prize Winner together on the same itinerary. Travel guests must sign and return a travel release before any ticketing of travel occurs. Grand Prize Winner and guest must have all necessary identification and/or travel documents required to travel and check into a hotel (e.g., government issued I.D., passport, major credit card, etc.) Once travel guests are selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Grand Prize Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for them. NEITHER SPONSOR NOR ITS REPRESENTATIVES MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (UNLESS SPONSOR ELECTS TO PROVIDE ANY PRIZE RECIPIENT WITH ANY EXPRESS WRITTEN WARRANTIES). FURTHER, NEITHER SPONSOR NOR THE SWEEPSTAKES ENTITIES ASSUME ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

PRIVACY POLICY AND TERMS AND CONDITIONS OF USE: YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT ACKNOWLEDGES THAT HIS OR HER FIRST AND LAST NAME AND HOMETOWN MAY BE ANNOUNCED ONLINE. EACH ENTRANT FURTHER HEREBY ACKNOWLEDGES AND AGREES THAT: (i) THE ENTRANT HAS OPTED INTO SPONSOR'S TERMS AND CONDITIONS OF USE LOCATED AT WWW.DRINKSLOWANDLOW.COM/TERMS AND PRIVACY POLICY LOCATED AT WWW.DRINKSLOWANDLOW.COM/PRIVACY AND (ii) BY OPTING INTO SPONSOR'S TERMS AND CONDITIONS OF USE AND PRIVACY POLICY, THE ENTRANT HAS READ AND CONSENTS TO SPONSOR'S TERMS AND CONDITIONS OF USE AND PRIVACY POLICY. EACH ENTRANT FURTHER ACKNOWLEDGES THAT IF HE OR SHE IS CHOSEN AS A WINNER FOR ANY PRIZE, CERTAIN OF HIS OR HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES (AT LEAST AS REQUIRED BY LAW), INCLUDING, WITHOUT LIMITATION, ON AN ONLINE PAGE LISTING PRIZE WINNER(S).

8. LIMITATIONS OF LIABILITY: The Sweepstakes Entities are not responsible for: (a) lost, late, misdirected, undeliverable, incomplete, illegible or indecipherable entries due to, among other things, system errors or failures or otherwise, or faulty transmissions or other telecommunications malfunctions, bugs and/or problems related to the online entry; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (e) technical or human error that may occur or be encountered by entrants in the entry process, or by the Sweepstakes Entities in the administration of the Sweepstakes or the processing of entries, including computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature; or (f) any injury or damage to persons or property (including death) which may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Sweepstakes or receipt or use of any prize. Sponsor may disqualify or prohibit an entrant from participating in the Sweepstakes or receiving any prize if, in Sponsor's sole discretion, Sponsor determines or suspects that such entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unsafe or unfair playing practices (including the use of automated quick entry programs, or creating aliases to register more than once) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other similar or dissimilar causes beyond the sole and reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper, safe and fair conduct of the Sweepstakes, then Sponsor reserves the right, exercisable at any time in Sponsor's sole discretion, to cancel, terminate, modify or suspend all or any part of the Sweepstakes. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line

service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. CAUTION: ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND IF SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE UNRESTRICTED RIGHT, EXERCISABLE AT ANY TIME IN SPONSOR'S SOLE DISCRETION, AND WITHOUT WAIVER OF OR LIMITATION ON ANY OF SPONSOR'S OTHER AVAILABLE LEGAL AND/OR EQUITABLE RIGHTS AND REMEDIES, TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM AND AGAINST ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

- 9. PUBLICITY RELEASE: Acceptance of the Grand Prize constitutes permission to Sponsor to use Grand Prize Winner's name and likenesses for advertising, publicity and/or promotional purposes without further compensation except where prohibited by law, and the Grand Prize Winner releases the Sweepstakes Entities from all claims arising out of such use.
- 10. LIABILITY RELEASE: As a condition of entering, each entrant agrees (and agrees to confirm in writing) as follows: (a) to release each of the Sweepstakes Entities, Elle King, their affiliates, subsidiaries, retailers, sales representatives, distributors and advertising and promotional agencies, Facebook, Inc., Twitter, Inc., and Instagram, LLC, and each of their officers, directors, employees and agents ("Promotional Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any travel related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.
- 11. **CHOICE OF LAW**: By entering the Sweepstakes, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes shall be governed by laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of laws principles. By participating in the Sweepstakes, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Philadelphia, Pennsylvania.

- 12. **MODIFICATION/FORCE MAJEURE**: In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including, but not limited to, fire, flood, tsunami, earthquake, explosion, labor dispute, or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or any tampering or interference by an individual or entity causing disruption to the operation of the Sweepstakes or Website, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the end of the Sweepstakes Period, Sponsor will (if possible) select the winners from all eligible, non-suspect Sweepstakes Entries received as of the date of the Force Majeure event giving rise to the termination.
- 13. **SEVERABILITY**: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- 14. WINNERS' LIST/ OFFICIAL RULES: These Official Rules and the Prize Winner from the Sweepstakes will be posted on the Website. Questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor by sending email to: <u>support@slowandlowxelleking.com</u>. All requests for the winner's list must be received by May 1, 2023.