

Eight & Sand Bourbon Whiskey Instagram Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

By entering this contest, you agree to the following official rules (“Official Rules”):

Sponsor: The sponsor of this contest is MGP Ingredients Inc., of which Eight & Sand Blended Bourbon Whiskey. is a part, and its affiliates (“Sponsor”), with an office at 100 Commercial Street, Atchison, Kansas 66002. This promotion is in no way sponsored, endorsed, administered by or associated with Facebook.

Eligibility: The contest is only open to legal U.S. Residents who are 21 years of age or older at the date of entry, provided that owners, officers or employees of the following are not eligible to win: the Sponsor; any entity holding a license to sell alcohol beverages; any alcohol beverage control board or other governmental agency involved with the regulation of alcohol beverage licenses; affiliates of any of the foregoing; or family members residing with any of the foregoing.

Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Promotion may only be entered in or from the 50 United States and the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

How It Works: This promotion begins April 22, 2020 at 3:00 p.m. Central Time (“CST”), and ends on April 28, 2020 at 11:59 p.m. CST (“Promotion Period”). To enter the Promotion, entrants must complete the following steps in the Promotion located at www.instagram.com/eightsandsandwhiskey. 1 Follow @EightandSandWhiskey on Instagram. Submissions will be accepted only during the Promotion Period. You must be a registered user of Instagram and comply with its Terms of Use in order to enter the

Promotion through that channel. To the extent of any conflict between these Official Rules and the Terms of Use, these Official Rules will apply. Entrants may submit one entry throughout the Promotion Period. No automated entry devices and/or programs permitted.

If you do not have access to the internet, you must mail in your first and last name, your age and a valid U.S. telephone number, including area code, on a 3x5 card to the contest administrator for an alternative means of entry (“AMOE”).

By entering the Promotion an entrant represents and warrants that (i) the entrant is at least twenty-one (21) years of age; (ii) the materials that the entrant posts in connection with his or her entry (“the Materials”) are original to the entrant and the entrant is the sole owner, creator, inventor and/or author of the Materials; (iii) the entrant’s posting of the Materials in connection with the Promotion does not infringe the rights of any third parties (including but not limited to copyright, trademark, and the right of publicity); and (iv) the entrant has full right and authorization to post the Materials in this manner and for this purpose and that no other person or entity has any right, title or interest in or to the Materials.

Winner Selection and Notification: Following the Promotional Period, Sponsor will randomly choose ten (10) winners who will each receive an Eight & Sand Whiskey branded t-shirt.

Winners will be notified by Instagram direct message following the Promotion Period to coordinate shipping. Winners will have forty-eight (48) hours to claim the prizes via Instagram direct message. If any potential winners cannot be contacted within 48 hours of prize notification, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Promotion rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries, at the sole discretion of the Sponsor. Upon prize forfeiture, no compensation will be given.

Odds of being deemed a prize winner are determined by the number of eligible entries received.

Winner List: For the Winner's name, mail a request and a self-addressed stamped envelope to be received by April 28, 2020, to: Beverage Brands, MGP Ingredients, Inc., 100 Commercial Street, Atchison, Kansas 66002.

Prize: Ten (10) winners will each receive an Eight & Sand Whiskey branded t-shirt. Approximate prize value is \$15.

General: By entering the contest, each entrant and prize winner agrees as follows: (1) to be bound by these Official Rules; (2) to the use by Sponsor of his/her name, voice, likeness, city and state of residence and/or photograph for advertising, promotional and other purposes in any and all media without additional compensation, notification or permission unless prohibited by law; (3) to release and hold harmless Sponsor from and against any claim or cause of action arising out of participation in the contest or receipt or use of any prize including but not limited to: (a) lost, late, illegible entries, stolen, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified; and (b) electronic transmission errors resulting in 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, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor for any reason whatsoever; (4) to release Facebook completely from any or all liability in connection with this contest, (5) to waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages; and (6) to acknowledge that Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor may discontinue the contest at any time. This contest is subject to all applicable federal, state, and local laws and regulations.

Additional Conditions: All federal, state and local taxes are the sole responsibility of the winner. Participation in Promotion and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by winner regarding the Promotion or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner agree to release and hold harmless Sponsor, Facebook and their respective advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Promotion in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited (other than the AMOE); no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Promotion, including any injury or damage to participant's or any other

person's computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion.

Prizes may be substituted by Sponsor in the event they become unavailable due to circumstances beyond the reasonable control of Sponsor. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion for any or no reason (in its sole discretion), including, but not limited to virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion.

In such case, Sponsor will select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or website. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW

Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE PROMOTION, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE PROMOTION. WITHOUT LIMITING THE FOREGOING, THIS PROMOTION AND

ALL PRIZES ARE 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Kansas.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts with jurisdiction over Atchison County, Kansas. The parties agree not to raise the defense of forum non conveniens.

Use of Information: Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. By participating in the Promotion, entrants hereby

agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

ADMINISTRATOR: The Administrator of this Sweepstakes is MGP Ingredients, Inc., 100 Commercial Street, Atchison, Kansas 66002.

Stay on the rails. Enjoy Eight & Sand responsibly.