



October 15, 2020

Scott A. Schleifstein
on behalf of Diageo Americas, Inc.
VIA E-MAIL

RE: Buchanan’s Whisky “Share Something Great” Sweepstakes

Dear Mr. Schleifstein:

ISSUE: This correspondence is in response to your e-mail dated October 9, 2020, in which you request legal review of a proposed sweepstakes promotion to be conducted in Pennsylvania.

According to the official rules you provided, the “Buchanan’s Whisky ‘Share Something Great Sweepstakes’” promotion was scheduled to begin on October 20, 2020 and runs until November 30, 2020. To participate in the sweepstakes, interested individuals may enter online at www.win.buchananswhisky.com or on Instagram, as further detailed in the official rules.¹

Five winners will be randomly selected to each receive one \$500.00 gift card and a virtual toast by J. Balvin, as further detailed in the official rules. The total approximate retail value of all prizes is \$2,500.00. No purchase is necessary to enter the sweepstakes, and the sweepstakes is open only to residents who are at least twenty-one years of age at the time of entry. The cover letter attached to your e-mail states that alcohol is not included in the prizes.

OPINION: Section 5.32(h) of the Pennsylvania Liquor Control Board’s (“PLCB”) Regulations states that a manufacturer, manufacturer’s representatives, or licensee may sponsor sweepstakes promotions subject to the following conditions:

- i. No purchase is necessary to enter.
- ii. Entrants shall be twenty-one years of age or older.

¹ The official rules have been attached to this Advisory Opinion for your convenience.

- iii. Retail licensed premises may only be involved as pick-up or drop-off points for entry forms and not for the conducting of drawings or the awarding of prizes.
- iv. Alcoholic beverages may not be part of the prize.

40 Pa. Code § 5.32(h).

This office has reviewed the proposed sweepstakes promotion and determined that it comports with applicable liquor laws and regulations, specifically section 5.32(h) of the PLCB's Regulations, 40 Pa. Code § 5.32(h).

Please be advised that prior approval of malt or brewed beverages point-of-sale ("POS") material and retail licensed premises POS material is no longer required. However, the requirement for prior approval of POS material intended for use in the PLCB's Fine Wine & Good Spirits stores from the Bureau of Product Selection remains. The total cost of all POS advertising material relating to any one brand of any one manufacturer at any one time may not exceed \$300.00 on a retail licensed premises. 47 P.S. § 4-493(20)(i).

Therefore, it is permissible to conduct this promotion in the Commonwealth in reference to the areas checked below:

- retail licensed premises.
- distributor licensed premises.
- both retail and distributor licensed premises.
- The PLCB's Fine Wine & Good Spirits stores, subject to approval of the Bureau of Product Selection (POS only).
- other – Internet, text messaging.

THIS OPINION APPLIES ONLY TO THE FACTUAL SITUATION DESCRIBED HEREIN AND DOES NOT INSULATE THE LICENSEE OR OTHERS FROM CONSEQUENCES OF CONDUCT OCCURRING PRIOR TO ITS ISSUANCE. THE PROPRIETY OF THE PROPOSED CONDUCT HAS BEEN ADDRESSED ONLY UNDER THE LIQUOR CODE AND REGULATIONS.

Scott A. Schleifstein

October 15, 2020

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THE LAWS AND POLICIES ON WHICH THIS OPINION IS BASED ARE SUBJECT TO CHANGE BY THE LEGISLATURE OR THE PENNSYLVANIA LIQUOR CONTROL BOARD.

Sincerely,

A handwritten signature in cursive script that reads "Rodrigo J. Diaz".

RODRIGO J. DIAZ

CHIEF COUNSEL

cc: Pennsylvania State Police, Bureau of Liquor Control Enforcement
Michael Demko, Executive Director
Elizabeth Brassell, Director of Policy & Communications
Stacy Kriedeman, Director, Marketing Communications
Thomas Bowman, Director, Bureau of Product Selection
Ra-lbpromo@pa.gov

LCB Advisory Opinion No. 20-248

FINAL

BUCHANAN'S WHISKY "SHARE SOMETHING GREAT" SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, WHO ARE 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Sweepstakes Period:** This sweepstakes begins at or after 12:01 a.m. Eastern Time (ET) on October 20, 2020 and ends at 11:59:59 p.m. (ET) on November 30, 2020.

2. **How To Enter:**

A. *Online:*

- (1) Go to www.win.buchananswhisky.com ("Website") and verify your age.
- (2) Provide your name, state, telephone number and e-mail address and follow the on-screen instructions.

B. *On Instagram:*

From your public Instagram account,

- (1) Follow the official BUCHANAN'S Whisky Instagram page at <https://www.instagram.com/buchananswhisky/> (if you do not already).
- (2) Post a "throwback" photo (with or without caption) or video (with or without audio) of a special moment shared with family and friends (all of whom are 21 years or older at the time the photo was taken) tagging @buchananswhisky along with the hashtags #ShareSomethingGreat and #Sweepstakes. Post must be static (not dynamic) and made as part of your Instagram feed.

3. **Restrictions on Entry:**

Internet access and valid e-mail address are required to enter the Sweepstakes. To enter via Entry Method "B," you must be a registered member of Instagram. Membership on Instagram is free, but a compatible mobile device is required to download the Instagram app and for optimal use of the Instagram service.

If utilizing the mobile version of the Website (including accessing the mobile version of the Website via the QR Code® on Sweepstakes advertising materials**) or the Instagram website to enter the Sweepstakes (or if entering via the Instagram app), 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 website/mobile version of the Instagram website; not all cellular phone providers support the Instagram app. Wireless Internet access is not available in all areas.

**QR Code® is a registered trademark of Denso Wave Incorporated. No sponsorship, endorsement, authorization or affiliation is intended or implied. The trademark is used herein solely for reference purposes.

All entries must be received no later than 11:59:59 p.m. ET on November 30, 2020.

There is a limit of one (1) entry per person regardless of entry method used. Multiple entries will automatically result in disqualification. Receipt of entry may be acknowledged by Sponsor but any such acknowledgment is not binding other than indicating that entry has been received. (Acknowledgment may include Sponsor commenting on a photo/video posted on Instagram by a prospective entrant utilizing Entry Method “B”).

No alterations or forged entries are permitted. The prize will be awarded to the name corresponding to the e-mail address indicated on entry form (for Entry Method “A”) or associated with the Instagram handle used to post the photo/video and enter the Sweepstakes (for Entry Method “B”).

Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect the ability of a website (or mobile website) visitor to enter on-line; or the ability of the Sponsor to notify the winners. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, corrupted, jumbled, inaccessible, incomplete, incorrect entries or other Sweepstakes 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 Sweepstakes administration, unless an entrant expressly consents beforehand in writing to such other use by Sponsor. For more information, please review Diageo’s Privacy & Cookie Notice at https://footer.diageohorizon.com/dfs/assets/www.buchananswhisky.com/PrivacyPolicy_uen.html?locale=uen-us as well as Diageo’s Conditions of Use at https://footer.diageohorizon.com/dfs/assets/www.buchananswhisky.com/TnC_uen.html?locale=uen-us. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy 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.

4. Additional Restrictions on Entry- Entry via Instagram:

Any content, material or information included in photo/video shall not be confidential, proprietary or trade secret. Any content, material or information included in photo/video must be relevant to the Sweepstakes theme of a “throwback” photo/video of a special moment with family/friends. Prospective entrant represents and warrants that the photo/video is his/her 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. (For video entries, the preceding includes the audio component as well as the visual component of video.) Sponsor may condition prize award upon potential winner’s provision of adequate

proof of securing any such third party consents.

Photos/videos containing full or partial nudity, defined as the display of the genitals, pubic area, vulva, anus, or anal cleft with less than a fully opaque covering or the showing of the breast with less than a fully opaque covering of any part of the nipple, or any lewd or sexually suggestive gesture will be disqualified. No photo/video shall (a) depict or reference persons consuming alcoholic beverages; (b) depict or 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 or depiction of any person who appears to be under 21 years of age. Obscene, provocative, lewd or otherwise objectionable content or that which reflects poorly on the BUCHANAN'S whisky brand or which disparages or insults J. Balvin will not be considered and the determination of the appropriateness of any photo/video is at the sole discretion of the Sponsor and/or the independent third party judging organization ("Judges"). In addition to voiding of entry, Sponsor reserves the right to petition Facebook, Inc./Instagram to remove the objectionable photo/video from the Instagram social media platform.

YOU MUST INCLUDE THE HASHTAGS #SHARESOMETHINGGREAT AND #SWEEPSTAKES (AS WELL AS TAGGING @BUCHANANSWHISKY) WHEN POSTING YOUR PHOTO/VIDEO SHOWING A SPECIAL MOMENT WITH FAMILY/FRIENDS SO THAT THE PUBLIC READILY UNDERSTANDS THAT, IN POSTING THE PHOTO/VIDEO, YOU ARE PARTICIPATING IN A PROMOTIONAL CONTEST IN SUPPORT OF DIAGEO AMERICAS, INC.'S BUCHANAN'S WHISKY PRODUCT. SPONSOR RESERVES THE RIGHT TO DISQUALIFY, WITHOUT PRIOR NOTICE OR LIABILITY OF ANY KIND, AN ENTRANT IF HE/SHE POSTS A PHOTO/VIDEO SHOWING A SPECIAL MOMENT WITH FAMILY/FRIENDS WITHOUT INCLUDING THE HASHTAGS #SHARESOMETHINGGREAT AND #SWEEPSTAKES.

POSTED PHOTO/VIDEO REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE PROSPECTIVE ENTRANT HIM/HERSELF AND DOES NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR OR J. BALVIN PERSONALLY IN ANY MANNER. SPONSOR AND J. BALVIN WILL NOT REVIEW ANY PHOTOS/VIDEOS PRIOR TO THE POSTING OF SAME BY PROSPECTIVE ENTRANTS AND EACH EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION THEREWITH.

5. **Prizes.** Five (5) Prizes will be awarded. Each Prize consists of:
 - (a) A\$500 gift card (issuer is of Sponsor's sole choosing; terms and conditions of issuer apply.) AND
 - (b) a virtual toast by J.Balvin ("Event").

For Event:

- a. **Event will take place on one (1) of the following dates: Tuesday, December 15, 2020:**

Wednesday, December 16, 2020; Thursday, December 17, 2020: the specific date (as well as the specific time) of the Event (for each winner) will be determined by Sponsor in its sole discretion. Each winner will be advised of exact date/time of Event at time of winner verification. If a winner is not available on such date/time for any reason, the Event element of the Prize will be forfeited and the entire liability of Sponsor (as well as J. Balvin personally) will consist of the gift card element of Prize. (For clarity, the Event itself has no retail value.)

- b. The parameters and content of Event shall be determined by Sponsor in its sole discretion, with Sponsor monitoring/supervising Event.
- c. Event will last up to fifteen (15) minutes with time being kept by Sponsor. Should Event end prematurely due to interruption of any kind or if J. Balvin is not available for the full time period for any reason (J. Balvin's participation being subject to his availability and professional commitments), the liability of Sponsor (as well as J. Balvin personally) shall be limited to conduct of Event for such shortened time period and award of the gift card element of the Prize; in the unlikely case that the Event cannot be offered at all (including J. Balvin being completely unavailable for same), the liability of Sponsor (as well as J. Balvin personally) shall be limited to award of the gift card element of the Prize.
- d. Event will be offered via video teleconference service provider of Sponsor's sole choosing.
- e. Winner may invite up to five (5) guests, each of whom must be 21 years of age or older and sign and return a Liability/Publicity Release (along with valid proof of age) to attend Event. (For the avoidance of doubt, if winner entered via Entry Method "B," the guests need not include the family/friends depicted in winner's photo/video entry.) Should winner choose to invite fewer than five (5) guests; if such guests are invited but do not timely sign and return a Liability/Publicity Release prior to Event; or if such guests timely sign and return a Liability/Publicity Release but fail to attend the Event, the liability of Sponsor (as well as J. Balvin personally) shall be limited to award of Event for the winner and the actual number of validated/approved guests in attendance at Event as well as award of the gift card element of the Prize.
- f. Winner and guests understand and agree that Sponsor may record Event for possible use for advertising/promotional/trade purposes and/or internal/archival purposes (the "Recording"). Winner and guests hereby grant to the Sponsor and its designees the right to use the Recording, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times for one or more of the aforementioned purposes without additional consideration or notice of any kind. However, winner and guests are PROHIBITED from making their own recordings of Event without the prior written consent of Sponsor (and such consent may be granted or withheld without liability of any kind).
- g. Winner and all guests must conduct themselves at all times in a socially responsible, respectful and appropriate manner toward J. Balvin and other persons in attendance at

Event. WINNER/GUEST WILL BE EXPELLED FROM EVENT IF THEY FAIL TO CONDUCT THEMSELVES APPROPRIATELY AND SPONSOR (IN CONSULTATION WITH J. BALVIN AND/OR HIS MANAGEMENT/REPRESENTATION) SHALL DETERMINE IN ITS SOLE DISCRETION WHAT CONSTITUTES APPROPRIATE BEHAVIOR WITH SUCH DETERMINATION BEING FINAL AND BINDING. By way of example only and without limitation of any kind, winner and all guests (a) must wear appropriate attire at all times during Event (no partial or full nudity) and NOT make any lewd or sexually suggestive gestures or comments during Event; (b) NOT engage in any act that would imply that the consumption of alcohol 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 during Event; (c) NOT engage in any act 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 during Event; AND (d) NOT engage in any act which otherwise reflects poorly on the BUCHANAN'S brand of whisky or J. Balvin himself, including insulting, defaming or embarrassing J. Balvin in any way (including, by way of example only, asking J. Balvin questions of a personal, offensive, embarrassing or otherwise antagonistic nature.) In the event of expulsion from Event due to his/her conduct pursuant to this subsection, the winner will also forfeit the gift card element of the Prize, with Sponsor (as well as J. Balvin personally) having no liability in conjunction therewith under any legal theory; and, should a guest be expelled from Event, Sponsor (as well as J. Balvin personally) shall not have any liability to such guest in conjunction therewith under any legal theory.

- h. Winner and each of his/her guests will be solely responsible for any and all costs associated with accessing and using technology necessary to attend Event. The preceding includes but is not limited to costs of software, hardware and Internet connection. If winner does not have the ability to access and use such technology so as to attend Event, the liability of Sponsor (as well as J. Balvin personally) shall be limited to award of the gift card element of the Prize. If any guest of winner does not have the ability to access and use such technology so as to attend Event, Sponsor (as well as J. Balvin personally) shall not have any liability of any kind to such guest under any legal theory.
- i. IT IS THE SOLE RESPONSIBILITY OF WINNER AND HIS/HER GUESTS TO ASSURE THAT NO PERSONS UNDER THE AGE OF 21 HAVE ACCESS TO EVENT. WINNER AND HIS/HER GUESTS ARE THEREFORE CAUTIONED TO ACCESS VIDEO TELECONFERENCE IN A PRIVATE, SECURE LOCATION AND NOT TO OTHERWISE SHARE SUCH CONTENT WITH PERSONS UNDER THE AGE OF 21.

6. **Winner Determination:**

Winners will be determined in a random drawing on or about December 3, 2020 by Judges, whose decisions will be final in all matters relating to this Sweepstakes. (For persons who entered via Entry Method "B," the quality of the photo/video will not be

taken into account in the winner selection process provided that the photo/video is in compliance with these Official Rules, including Rule 4 above.) Odds of winning will be determined by the total number of eligible entries received.

Winners will be notified on or about December 4, 2020. If winner entered via Entry Method "A," he/she will be notified by phone and/or e-mail (method[s] of notification being of Sponsor's sole determination). If winner entered via Entry Method "B," he/she will be notified via direct message from @BuchanansWhisky. **IT IS THE ENTRANT'S SOLE RESPONSIBILITY TO CONFIRM THAT HIS/HER INSTAGRAM PRIVACY SETTINGS ALLOW FOR @BUCHANANSWHISKY TO CONTACT HIM/HER VIA DIRECT MESSAGE.**

Winners will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within two (2) days of notification (or such shorter amount of time that Sponsor may designate) or prize will be forfeited and may be awarded to another winner at Sponsor's sole discretion, time permitting. If winner cannot be located or does not respond to attempt to be notified within two (2) days (or such shorter amount of time that Sponsor may designate at time of notification), prize will automatically be forfeited, and an alternate winner may be selected at Sponsor's sole discretion (again, time permitting). Each of winner's guests must sign and return a Liability Release and a Publicity Release (where lawful) prior to the date of the corresponding winner's Event or such person will not be permitted to attend such Event; and, Sponsor in its sole discretion may allow winner to select another person as a replacement guest (contingent upon such replacement guest being 21 years of age or older and timely signing/returning a Liability Release and Publicity Release [where lawful], time permitting.) If Sponsor determines in its sole discretion that sufficient time does not remain prior to corresponding winner's Event for selection and verification of replacement guest(s), winner must accept Event element of the Prize without the full complement of five (5) guests; and, winner will not receive any additional prize or compensation in conjunction therewith.

Winners and guest[s] agree that an electronic signature/affirmation or facsimile version of the Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) or Liability Release and Publicity Release (where lawful), as applicable, shall have the same legal force and effect as a hand-signed document. Notwithstanding the foregoing, should Sponsor determine in its sole discretion that the electronically signed/affirmed/facsimile version of the Affidavit/Release (for winner) or Release (for guest[s]) is not acceptable, Sponsor may condition award of Prize or accompanying winner to Event on return of the actual hand-signed document.

Except where prohibited, acceptance of prize constitutes winner's consent to use of his/her name, likeness and biographical data for advertising and promotional purposes without additional compensation. Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without notice or further obligation.

Prize information will be provided to winner upon proof of eligibility. Winner must furnish

valid proof of age (for example, a driver's license, birth certificate or passport). An Affidavit/Release must be provided to Judges before prize can be received. No prize will be awarded unless the Affidavit/Release has been received by Judges.

7. **Eligibility:**

This Sweepstakes is open only to legal residents of the United States, who are 21 years of age or older at the time of entry. Void 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: Diageo Americas, Inc., its affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

8. **General Conditions:**

Entry in the Sweepstakes constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No substitution of prize or cash equivalent except at Sponsor's sole discretion. (With regard to gift card element of Prize, the preceding is subject to applicable laws which allow for the holder of a gift card to redeem same for its cash value). Limit of one (1) prize per family, address of household. 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 and their guests. To the extent necessary and permitted by law, prize winners and their guests shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prize winners and/or their guests 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, J. Balvin's management and representation, J. Balvin personally, as well as Facebook, Inc./Instagram 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 Sweepstakes (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, J. Balvin's management and representation as well as J. Balvin personally make no representation, warranty or guarantee of any kind, either express or implied (including the warranty of merchantability or fitness for intended purpose or non-infringement) regarding the Prize or any element thereof.

The value of the prize won by a participant under the Sweepstakes may be taxable as income to its winner. 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, J. Balvin's management and representation, J. Balvin personally as well as Facebook, Inc./Instagram 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 Sweepstakes, including, but not limited to, prize winner's participation in the Sweepstakes; prize winner's Sweepstakes 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:

In the event of a dispute, online entries (including entries made on a mobile website) will be deemed made by the authorized account holder of the e-mail address submitted at time of entry (for Entry Method "A") or the authorized account holder of the e-mail address associated with the Instagram handle used to post the photo/video entry (for Entry Method "B"). 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 and its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete entries, or for online entries (including entries made on a mobile website) not received due to lost, failed, delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of online entries. (For Entry Method "B," Sponsor and its agencies are not responsible if any entry cannot be accessed or recorded due to the functionality or other operation of the Instagram social media platform.) Sponsor and its agencies are not responsible for incorrect or inaccurate entry information, whether caused by website visitors or by any human or technological error that may occur in the processing of online entries (including entries made on a mobile website) in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel or suspend all or a portion of the Sweepstakes, should viruses, bugs or other causes beyond control of the Sponsor corrupt the administration, security or proper operation of the Sweepstakes. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING ANY MOBILE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

10. Winners' List:

For names of winners, please send a self-addressed stamped envelope to DIA2343450 Buchanan's Life Is Better Shared Sweepstakes Winners, P.O. Box 1008, Rocky Hill, CT 06067-

1008. All requests for the winners' list must be postmarked by December 31, 2020 and received by January 19, 2021.

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

Sponsor: Diageo Americas, Inc., New York, NY

BUCHANAN'S Blended Scotch Whisky. Imported by Diageo, New York, NY.

Drink Responsibly.



3 World Trade Center
175 Greenwich Street
New York, NY 10007

October 9, 2020

Rodrigo Diaz, Esq.
Pennsylvania Liquor Control Board
Third & Forster Streets
Harrisburg, PA 17124

**Re: Diageo Americas, Inc.
BUCHANAN'S Whisky "Share Something Great" Sweepstakes**

Dear Mr. Diaz:

In my capacity as outside promotion legal counsel to Diageo Americas, Inc. I am contacting you regarding the above-referenced random drawing sweepstakes promotion which is being offered by Diageo Americas, Inc. in support of its BUCHANAN's brand of whisky. The Official Rules of the promotion are attached for reference purposes. No purchase of any alcohol beverage is required to enter this sweepstakes; nor is alcohol included as part of any prize.

Details of the promotion are as follows:

- All entrants must be at least 21 years of age at time of participation.
- Promotion is sponsored by Diageo Americas, Inc., New York, NY
- Promotion will be conducted in the United States
- Total estimated value of all prizes - \$2,500
- Beginning date of promotion - October 20, 2020
- Ending date of promotion - November 30, 2020
- Employees of alcohol beverage wholesalers and retailers and their families are not eligible to participate.

Thank you, in advance, for your review and approval of this promotion. If you have any questions, please feel free to contact me directly at 212-986-8282 or via email at sschleif@promolaw.com. Thank you for your courtesy and cooperation.

Sincerely,

COHEN SILVERMAN ROWAN LLP
Scott A. Schleifstein