"GLENFIDDICH: LABEL PERSONALISATION" Promotion Terms and Conditions

- 1. Information on how to participate and mechanics of the promotion form part of these Conditions of Entry. By participating in this "Glenfiddich: Label Personalisation" promotion (the "Promotion") or by accessing the website <u>www.GiftGlenfiddich.com</u>, you are deemed to have accepted these Terms and Conditions.
- 2. Participation is only open to residents of the following Southeast Asian countries: Singapore, Malaysia, Indonesia, Thailand and Philippines, who are aged at least 18 years or the legal purchase age of your country of residence, whichever is higher. The directors, management and employees (and their immediate families) of William Grant & Sons Singapore Distribution Pte Ltd (the "Promoter"), its related entities, suppliers, providers and agencies who are directly associated with the conduct of this Promotion are ineligible to enter the Promotion.

HOW TO PARTICIPATE

- 3. As part of this Promotion, you will be entitled to personalise the bottle labels on any bottle of 'Our Original Twelve' Glenfiddich 12 Year Old (70cl) or 'Our Solera Fifteen' Glenfiddich 15 Year Old (70cl) Single Malt Whisky ("Eligible Products") with a personal message, and then arrange for the customised label ("Customised Label") to be delivered to an address of your choice (each, an "Order").
- 4. The Promotion Period will be from 19 October 2020 to 31 December 2021.
- 5. To participate in the Promotion, you must purchase any Eligible Product from our authorised retailers, and subsequently by visiting <u>www.GiftGlenfiddich.com</u> ("Website") during the Promotion Period. For the avoidance of doubt, the purchase of the Eligible Product(s) shall be directly by you, and is not part of this Promotion. You will be prompted to enter your name, email address, store that you bought the Eligible Products from, city and country, chosen Eligible Product, your personalised message and intended delivery address.
- 6. Personalised messages are subjected to 13 characters for the main heading, and 18 characters for the sub-heading. Any personalised messages that contain content which the Promoter, in its sole discretion, considers to be offensive, inappropriate, promotes or encourages irresponsible consumption of alcohol or objectionable in any way or to infringe any intellectual property rights or other rights of any person, corporation or entity, or is otherwise contrary to the law will not be accepted as eligible personalised messages for this Promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion. Any such entries may either be rejected upon submission, or the Promoter will inform you if the personalised message requested by you is not accepted, and will provide you with an opportunity to amend it in a manner that is acceptable to both you and the Promoter before the personalised message is printed.
- 7. We only accept deliveries of the Customised Labels to the following cities across the following countries in Southeast Asia: Singapore, Kuala Lumpur, Jakarta, Bangkok, Manila.
- 8. Deliveries will come with a courier tracking function on a non-express basis. Here are the estimated delivery timings, in terms of working days for the respective cities: Singapore: 5-7 Jakarta: 10-13 Philippines: 11-14 Thailand: 9-11 Malaysia: 5-7

The Promoter does not guarantee any delivery time/date for delivery of the Customised Label. The Promoter takes no responsibility for the Customised Label being damaged, destroyed, stolen or lost in transit.

- 9. As part of each Order, you will receive 2x personalised labels (with the same personalised message) at no additional pricing or cost, subject to paragraph 8 above. For the avoidance of doubt, although you will receive 2x personalised labels, both labels will bear the same message. You will not be allowed to choose two different messages.
- 10. The Promoter reserves the right, at any time, to verify your personal details and your eligibility to participate in this Promotion (including but not limited to your identity and age) and to refuse participation to you if your participation is not in accordance with these Terms and Conditions. The Promoter also reserves the right, at any time during or after the closing date of the Promotion to disqualify anyone who participates in this Promotion in any way that is not in accordance with these Terms and Conditions. These rights shall be exercised in the Promoter's sole discretion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

INTELLECTUAL PROPERTY & PERSONAL DATA

- 11. The Promoter may photograph, video and/or film any activity in connection with the Promotion and/or the collection or delivery of the Customised Labels). You acknowledge that the Promoter has the right to use such publicity photos, videos and/or films, or your name, likeness, image and/or voice in any medium and in any reasonable manner it sees fit without further permission from or payment to you, for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. If you do not agree to the Promoter using any such photographs, videos, films, or any other personal information belonging to you, please contact the Data Protection Officer at the details set out in paragraph13.
- 12. The Promoter collects, uses and discloses personal information in order to conduct the Promotion, as well as for promotional, marketing, publicity and research purposes, including sending electronic messages to you or telephoning you. The Promoter may, for these aforementioned purposes, also disclose such information to third parties, including but not limited to agents, contractors, service providers and suppliers. By participating in this Promotion, you agree that the Promoter may do so in accordance with any applicable regulations relating to the protection of personal data.
- 13. You may access or update your information or withdraw your consent to the Promoter at any time requests should be directed to The Data Protection Officer, William Grant & Sons Singapore Pte Ltd, 8 Kallang Avenue, #13-01/04 Aperia, Singapore 339509. Please visit <u>https://www.glenfiddich.com/uk/general/privacy-policy</u> for further details on our privacy policy.

GENERAL

- 14. You agree not do anything which could, in the reasonable opinion of the Promoter, bring the Promoter or any of its affiliates into disrepute before, during or after this Promotion.
- 15. The availability of the Customised Label is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). It must be taken as offered. However, if the Customised Label becomes unavailable, for any reason beyond the Promoter's reasonable control, then the Promoter reserves the right to cancel this Promotion or the delivery of the Customised Label in its sole discretion.
- 16. If for any reason this Promotion is not capable of running as planned including (but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, war, terrorism or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this Promotion, the

Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to applicable laws.

- 17. The Promoter is not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the Internet or Website, software failure, theft or destruction or unauthorised access to or alteration of entries and any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition.
- 18. Any cost associated with accessing the Website is your responsibility and is dependent on the Internet service provider used.
- 19. To the extent permitted by law the Promoter (including each of their officers, employees and agents) will not be liable for any loss, damage or personal injury (including liability in negligence) or any loss of opportunity whether direct, indirect, special or consequential arising in any way out of your participation in the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any delivery of the Customised Label that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in to the Customised Label beyond that stated in these Terms and Conditions; (e) if the Promotion is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by you; or (g) taking/use of the Customised Label.
- 20. The laws of Singapore shall apply to this Promotion. Entrants submit to the exclusive jurisdiction of the courts of Singapore.
- 21. The Promoter encourages consumers to enjoy alcohol responsibly.