## TERMS AND CONDITIONS

- 1. The "Prima & Ultima Collection Registration" ("**Registration**") is open to registrants ("**Registrants**") aged 18 or over (or Registrants above the Legal Drinking Age ("**LDA**") in countries and regions where the LDA is higher than 18 years old).
- 2. Registration is free.
- 3. Registration entries are collected from Registrants interested in buying a full set of Single Malt Whiskies ("the Prima and Ultima Collection") made available for purchase by the organiser, DIAGEO Scotland Limited. Under these terms and conditions, ("DIAGEO") and/or (the "Organiser") means DIAGEO Scotland Limited, Diageo PLC and any legal entity that is directly or indirectly owned and/or controlled by Diageo PLC.
- 4. The Prima & Ultima Collection shall consist specifically of eight (8) individual bottles of the following whiskies:
- i Royal Lochnagar 1981
- ii Cragganmore 1973
- iii Mannochmore 1990
- iv Brora 1981
- v The Singleton of Glen Ord 1987
- vi Lagavulin 1993
- vii Talisker 1984
- viii Port Ellen 1980
- 5. Registration opens at 10am BST (9am GMT) on 7th June 2022 and closes at 3PM BST (2PM GMT) on 30 June 2022.
- 6. Registrants will be notified via email to confirm receipt of their registration.
- 7. Registrants will be assigned to a ("**Diageo Prima & Ultima team**") based on the country or region submitted via Registration.
- 8. The following countries and regions ("Applicable Territories") shall fall under the Registration process: Belgium, Australia\*, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hong Kong S.A.R.\*, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Singapore\*, Slovakia, Slovenia, Spain, South Africa, Sweden, Switzerland, Taiwan\*, Vietnam\*, the UK\*, the USA\* and the Channel Islands. Those Applicable Territories marked with an asterisk (\*) can be selected in the Registration.
- 9. If a Registration falls outside of the Applicable Territories, the Registrant will be assigned to a Diageo Prima & Ultima team at Diageo's discretion.
- 10. Potential purchasers of the Prima & Ultima Collection ("**Purchasers**") will be chosen at Diageo's discretion. Diageo shall have no obligation to disclose details of the selection process to Registrants and/or Purchasers.
- 11. Purchasers will be contacted via email or telephone by a Diageo Prima & Ultima team and given the opportunity to purchase a collection. If the selected Purchaser does not respond to the Diageo Prima & Ultima team within three (3) business days of receipt of the email notification, or after more than three (3) failed telephone call attempts, the opportunity to purchase will be considered void.
- 12. Registration is not open to employees of DIAGEO or family members of DIAGEO employees or any of DIAGEO's associated or affiliated companies.
- 13. The Organiser reserves the right to withdraw or amend any Registration without any further notice.

- 14. The Organiser reserves the right to terminate or temporarily suspend this Registration in the event of technical or other difficulties that might compromise its integrity.
- 15. The Organiser will collect and process certain personal information from the Registrants which, by registering, the Registrant consents to. The Organiser will only use the personal data for the purpose of carrying out the Registration and for contacting successful Registrants and for no other purpose, unless the Organiser specifically obtains consent for such other use. The Organiser will ask Purchasers for consent for their personal data supplied during the course of the registration to be passed on to third-party suppliers only insofar as required for fulfilment/delivery/arrangement of the purchase of the collection. Personal data will at all times be kept confidential and in accordance with the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Please refer to Diageo's Privacy and Cookie Notice. The Organiser's privacy policy can be found here:

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- 16. The Organiser and its agents accept no responsibility for difficulties experienced in submitting an entry to this Registration and is not responsible for any technical glitches out that result in lost Registrations.
- 17. It is the Registrant's responsibility to check their e-mail inbox including their junk mailbox in order to ensure that any e-mails received are seen.
- 18. The site is provided "as is," the Registration and Registrant's use thereof, is at Registrant's own risk. Diageo and its officers, directors, employees, agents and assigns disclaim, to the fullest extent permitted by law, any and all express and implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, performance, title, and non-infringement. Diageo does not warrant that the site will be free from viruses, available, accessible, error-free, uninterrupted, or that the contents will be accurate. Although Diageo will take reasonable steps to secure the site, Registrants acknowledge that the internet is not a completely secure medium and Diageo makes no warranties, express or implied, that any information or materials that Registrants post on or transmit through the site will be safe from unauthorised access or use. If Registrants are dissatisfied with the site, your sole remedy is and shall be to discontinue using the site.
- 19. In no event shall Diageo's total liability to Registrants for any and all damages, costs, losses and causes of action in the aggregate (whether in contract, tort, including, but not limited to, negligence, strict liability or product liability) arising from Registrant's use of the site exceed, in the aggregate,£100.00 (GBP).
- 20. This Registration and these terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts. By registering, Registrants hereby irrevocably consent to the jurisdiction of such courts.
- 21. Registrants are deemed to have accepted these terms and conditions by participating in this Registration. These terms and conditions, including Diageo's Privacy and Cookie Notice constitute the entire agreement between Registrant and Diageo in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements, and understandings of any sort whatsoever between Diageo and Registrant.

The Registration is run by: Diageo Scotland Limited, 11 Lochside Pl, Edinburgh EH12 oHA. UK

Please Drink Responsibly. For the facts: drinkaware.co.uk