



YOUR NEIGHBORHOOD GATHERING PLACE®
**FOOD DRINK
SPORTS FUN**
thedistillery.com

THE DISTILLERY®'S PICK THE PROS 2026-2027 OFFICIAL CONTEST RULES

No Purchase Necessary to Enter or Win
A Purchase Will Not Improve Your Chances of Winning

The Distillery® Restaurant "Pick the Pros Contest" is offered during the NFL regular season on Sundays only. Participants make a selection for every NFL game played on that Sunday. Wednesday, Thursday, Friday and Saturday games, Wild Card games, Playoff games, Conference Championship games and the Super Bowl are excluded from play. No selection is made for the Monday night game; it is used only as the tiebreaker, as described under TIEBREAKER below.

SPONSOR

The Distillery Restaurant.

CONTEST PERIOD

The Contest runs for all eighteen (18) weeks of the NFL regular season, beginning Sunday, September 13, 2026 and ending Sunday, January 10, 2027. Each Sunday of the regular season is a separate contest day.

PARTICIPATING LOCATIONS

The Contest is offered at the following locations:

- The Distillery — Rochester (Mt. Hope)
- The Distillery — Henrietta (Winton Rd)
- The Distillery — Victor (Square Dr)

ELIGIBILITY

The Distillery Pick The Pros (the "Contest") is open to anyone who is 18 years of age or older at the time of entry. By submitting an entry the participant confirms that they meet this requirement. Sponsor may require proof of age before awarding any prize.

Officers, directors and employees of Contest Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children and siblings and their spouses, regardless of where they reside) and/or persons living in the same households of these persons (whether or not related thereto) are not eligible to enter or win the Contest. Contest Entities, as referenced herein, shall include Sponsor and its respective parent, subsidiary and affiliate companies and administrative, advertising and promotion agencies and any other entity involved in the development, administration, promotion or implementation of the Contest. The Contest is subject to all applicable federal, state and local laws. Void where prohibited or restricted by law.

HOW TO ENTER

Entries are submitted online, using the QR code displayed at the participating locations. A different QR code is issued for each week of the Contest, and only the code displayed for that week may be used. Participants must be at a participating location at the time of entry.

Completed entries must be submitted by 1:30 PM Eastern Time each Sunday. Selections are final once an entry has been submitted.

Each entry must include the participant's first name, last name, phone number, email address, the location they are entering from, one selection for every game listed, the participant's agreement to these Official Rules, and the tiebreaker, except for the final Contest Sunday. The tiebreaker is the total combined score of the Monday night game following that contest Sunday. An entry that does not record agreement to these Official Rules will not be scored.

A participant's EMAIL ADDRESS is the record that identifies them throughout the Contest. Weekly results, season points and eligibility for the end-of-contest prizes are all tracked against

it, so a participant should use the same address every week. Entries made under different email addresses are treated as different participants and their points are not combined. Where two entries on the same Sunday share an email address, they are treated as coming from the same participant.

The Contest is run by email. By entering, a participant agrees to receive email from the Sponsor about the Contest: a confirmation of the selections submitted, a reply whenever standings are requested, and notification if they win. Every Contest email carries a link to unsubscribe. Unsubscribing withdraws the participant from the Contest, as described under WITHDRAWING FROM THE CONTEST below.

Only one entry per person per Sunday will be accepted. Where more than one entry is submitted by the same participant on the same Sunday, those entries may be disqualified and the participant may be ruled ineligible to win or share in any prize for that Sunday.

Entries that the Sponsor deems to have been submitted by the same person may be treated as duplicates, whether or not they were submitted under the same name, email address or phone number. Any determination that entries are duplicates, and any resulting disqualification, is made at the sole discretion of the Sponsor and is final.

WEEKLY SCORING AND PRIZES

Each correct selection counts toward that Sunday's standings and earns season points, as set out in the table under SEASON POINTS below. Standings are calculated separately at each participating location, from the entries submitted at that location, and each location awards its own weekly prize.

At each participating location, for each Sunday of the Contest, up to ONE weekly prize is awarded:

- A \$100.00 Distillery e-Gift Card is awarded to the participant who correctly predicts the outcome of every game played that Sunday (a perfect card) AND whose tiebreaker figure is closest to the actual combined score of that week's Monday night game without going over it.

Where no participant at a location has a perfect card that Sunday, the prize is not awarded at that location for that week. Where two or more participants at the same location have perfect cards and identical tiebreaker figures, the recipient is determined by a random drawing conducted by the Sponsor.

Accepting any Contest prize requires the winner's agreement that the Sponsor may use their name, photograph, image and likeness for advertising, publicity and promotional purposes, in any medium, worldwide and in perpetuity, without further permission, notice or payment. A participant who does not give that agreement is not awarded the prize.

TIEBREAKER

The tiebreaker is the total combined score of the Monday night game played the day after that contest Sunday. Participants predict this figure when they enter.

The participant whose figure is closest to the actual combined score without going over it is ranked higher. If all tied participants go over the actual score, the participant closest to it is ranked higher. In the event of a continuing tie, a random drawing conducted by the Sponsor will determine the ranking. All results from random drawings are final and indisputable at the sole discretion of the Sponsor.

The final week of the Contest, Sunday, January 10, 2027, has no Monday night game after it and therefore has no tiebreaker. Selections that Sunday are scored as normal and earn season points as normal; where two or more participants at the same location have perfect cards, the prize is awarded by a random drawing conducted by the Sponsor.

GAMES NOT PLAYED AS SCHEDULED

Where a game does not go ahead as listed, the following applies:

- A game that ends in a tie counts as a correct selection for participants who selected either team.
- A game that is postponed, cancelled or otherwise not played is removed from that Sunday's card. A perfect card is then all of the games that were played.

- A game that is moved off Sunday after entries have opened is removed from that Sunday’s card. Any selection made for that game counts for no participant.
- Where the NFL moves the Monday night game, or the scheduled Monday night game is not played, the tiebreaker is the combined score of the last NFL game played on that Monday. If no NFL game is played on that Monday, that week has no tiebreaker and any tie is settled by a random drawing conducted by the Sponsor.

WEEKLY RESULTS AND PRIZES

Each Sunday’s results are finalized and released on the FRIDAY following that contest Sunday. The Distillery contacts that week’s winners on that day, at the email address used to enter.

The weekly prize is an e-gift card, sent to the address used to enter when The Distillery contacts the winner.

CHECKING YOUR OWN STANDINGS

A participant may request their own season standings at any time by submitting their email address through the standings form provided by the Sponsor. The reply sets out that participant’s own season points, how those points were earned, their week-by-week results, and whether they have reached the minimum needed to be included in the wild card drawing. The reply is sent to the email address used to enter.

A Sunday that has been entered but not yet scored is shown as awaiting grading. Until 9:00 AM on the Friday following a contest Sunday, that Sunday’s result, finish and points are withheld and are not counted in the totals shown. A leaderboard is not published, and no participant is told their position relative to any other participant.

A participant may submit a help request using the link provided in every Contest email. The Sponsor will review the entry and reply.

SEASON POINTS

Separately from the weekly prize, participants accumulate season points across the Contest. Season points decide the end-of-contest prizes described below. Points are earned as follows:

How points are earned	Points	Explanation
Entry bonus	1, 2, 3 ...	Enter more to earn more. Your 1st entry of the season earns one point, your 2nd earns two, your 10th earns ten, and so on. The bonus is added to each week’s card. EXAMPLE: A participant’s first, second, and third entries will earn a total of six season points through the entry bonus. A participant who enters every Sunday will receive 171 season points from entry bonuses alone.
Each correct selection	5	Five points for every game that is predicted correctly.
A perfect card	50	Awarded on a card with every game predicted correctly.

The rows above are added together. A perfect card on a 13-game Sunday earns 5 points for each of the thirteen correct selections and the 50-point perfect card bonus on top of them, plus that week’s entry bonus.

Points are earned by entries that are scored. An entry submitted after the deadline, or disqualified for any reason, earns no points at all, and does not count toward the number of entries the entry bonus is paid on.

HOW THE END-OF-CONTEST PRIZES ARE DECIDED

The GRAND PRIZE is won outright by the highest season point total across all participating locations combined. Where two or more participants finish level on the most points, the grand prize goes to the participant whose tiebreaker figures were closer to the actual scores on average across the weeks they entered; then to the participant who entered more contest Sundays; then to a random drawing conducted by the Sponsor. The same tiebreaking procedure will be used to rank all participants tied for the highest season point total. The highest-ranked participant receives the GRAND PRIZE and the second-highest-ranked participant receives the WILD CARD PRIZE.

Where the grand prize is won without a tie, the WILD CARD PRIZE is awarded by random selection from every other participant who holds at least 150 season points, with one chance entered for every point held. The grand prize winner is not included in the selection.

The Sponsor retains a record of the end-of-contest result showing every participant, the number of points they held and, for the wild card drawing, the numbers assigned to them, so that the result can be verified afterwards.

END-OF-CONTEST PRIZES

Two prizes are awarded across all participating locations combined:

- GRAND PRIZE: a \$1,000.00 VISA prepaid gift card
- WILD CARD PRIZE: a \$500.00 VISA prepaid gift card

Sponsor reserves the right to substitute a prize of equal or greater value. No substitution or transfer of a prize by the winner is permitted.

Winners are contacted by email, and may also be contacted by text message. Both end-of-contest prizes are then collected in person at The Distillery — Rochester (Mt. Hope), within fourteen (14) days of that contact. Sponsor may require proof of identity before handing over a prize. A prize that has not been collected by the end of that fourteen (14) day period is forfeited.

WINNER NOTIFICATION AND RELEASES

Winners of the GRAND PRIZE and WILD CARD PRIZE will be required to sign and return an Affidavit of Eligibility / Release of Liability and/or Publicity Release Form (unless prohibited by law) within fourteen (14) days of notification in order to claim the prize. If a winner fails to sign and return the required documents within that period, he or she will forfeit the prize even though his or her name may have been shown or announced publicly. If a winner is ineligible or disqualified for any reason, Sponsor may, in its sole discretion, award that prize to the next eligible participant. Winners are solely responsible for any federal, state or local taxes associated with a prize. Sponsor will issue any tax forms required by applicable law.

GENERAL

No purchase or other consideration is permitted, required or otherwise necessary to participate in the Contest. Any consideration, payment, obligation to pay, share or donate in order to participate, submit a selection or receive any prize voids that entry. The decision to award prizes or not is reserved solely to The Distillery® Restaurant management.

The Distillery®'s Pick the Pros Contest is a proprietary promotion owned by The Distillery® and may not be used in whole or in part without obtaining written permission from The Distillery®. All entries submitted to the Contest, and the data they contain, are the property of The Distillery® Restaurant and may only be used for the purposes for which they were intended and no other purpose.

CONDITIONS

By entering the Contest, each Participant agrees for Participant and for Participant's heirs, executors and administrators (a) to release and hold harmless Contest Entities and their respective officers, directors and employees (collectively "Released Parties") from any liability, illness, injury, death, loss, litigation or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Participant's participation in the Contest and/or his or her acceptance, possession, use or misuse of any prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest, and to acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or

implied, in fact or in law, relative to any prize; (c) if selected as a winner, to the posting of such Participant's name on the website and the use by Released Parties of such name, voice, image and/or likeness for publicity, promotional and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsor's sole discretion.

ADDITIONAL TERMS

Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. Entries that are incomplete, unintelligible or corrupted are void and will not be accepted. Sponsor is not responsible for lost, late, stolen, incomplete or otherwise misdirected entries, entries that are processed late or incorrectly, or entries lost due to system malfunction or other error. All entries become the property of Sponsor and will not be returned. By participating, Participants unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of the Sponsor. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, tornado, blizzard, flood, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to a Participant's entry; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged or returned. Sponsor reserves the right to cancel, modify or suspend the Contest or any element thereof (including without limitation these Official Rules) without notice, in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification or suspension of the Contest, Sponsor will make reasonable good faith efforts to execute the promotion. Notice of such cancellation, modification or suspension will be posted at the website. Sponsor may prohibit any Participant or potential Participant from participating in the Contest if such Participant or potential Participant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten or harass any other Participant, Sponsor, or Sponsor's agents or representatives; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion).

USE OF DATA AND PARTICIPANT'S PERSONAL INFORMATION

The Sponsor collects personal data about Participants when they enter or participate in the Contest, including name, phone number, email address and the location entered from. The email address provided is used as the participant's record throughout the Contest, as described above. Entering the Contest results in automated email from the Sponsor confirming the selections submitted, and a participant who requests their standings receives an automated reply. The Sponsor may disclose a Participant's personal information only in a manner consistent with the Sponsor's statement on privacy located at <https://www.thedistillery.com/privacy-policy>. When entering, a participant is asked separately whether they wish to receive marketing text messages from the Sponsor and whether they wish to join the Sponsor's loyalty program. Each is answered on its own, each is optional, and the Contest is played and won on the same terms whichever answers a participant gives.

WITHDRAWING FROM THE CONTEST

Every Contest email carries a link to withdraw from the Contest. Selecting it opens a reply to the Sponsor stating that the participant wishes to withdraw and understands that doing so ends their participation. The Contest is administered entirely by email, so a participant who asks to stop receiving it is WITHDRAWN from the Contest.

A participant who withdraws gives up any Pick the Pros prize, weekly or end-of-contest, from the date the Sponsor receives the request. Their season points are retained in the Sponsor's records for reference and no longer qualify for any prize. This is stated alongside the withdrawal link in every Contest email. A participant who withdraws in error may ask the Sponsor to reinstate them.

NON-AFFILIATION DISCLAIMER

This Contest is not in any way affiliated with, sponsored or endorsed by the NFL or its institutions.