

Terms and Conditions

Effective Date: May 18, 2020

Sweetens Cove Spirits Company, LLC and/or Tenn Golf and Spirits Investors, LLC (“Sweetens”) operates sweetenscovespirits.com and other pages on this domain (the “Site”). These Terms and Conditions govern all access to and use of the Site. By using this Site you agree to the Terms and Conditions set forth on this page. Sweetens may change these Terms and Conditions at any time. Please refer to these Terms and Conditions to be informed of your rights and responsibilities in accessing and using this Site.

Legal Drinking Age

Users must be of legal drinking age to access this Site. By using this website you represent that you are at least 21 years old. Additionally, if you are not of legal drinking age according to your local laws, you must exit this Site immediately.

Intellectual Property

All content, logos, trademarks and service marks (including but not limited to the names “Sweetens,” “Sweetens Cove Spirits,” “Sweetens Cove Bourbon,” and “Sweetens Cove Whiskey”), images, and videos used on this Site, as well as all copyright in the Site as a whole, are the property of Sweetens unless otherwise noted. Sweetens reserves all rights to its intellectual property on and into this Site. You may not reproduce the content on this Site without express permission from Sweetens.

Limitation of Liability

You use this Site at your own risk and in your sole discretion. Sweetens is not responsible for any harm suffered through the use of this Site in violation of these Terms and Conditions. To the extent permitted by law, Sweetens shall not be liable for any harm suffered through the use of this Site in accordance with or in violation of these Terms and Conditions. You agree to indemnify, defend and hold Sweetens, and its shareholders, subsidiaries, affiliates, officers, directors, members, managers, agents, other business partners and employees, harmless from and against any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of: Materials you submit, post, transmit or make available through the Site; your use of the Site; your connection to the Site; your violation of these Terms and Conditions; or your violation of any rights of another.

Webstore/E-Commerce

Sweetens sells retail merchandise through its online store (the “Webstore”) and facilitates the sale of its spirits beverages through the sales platforms of third-parties. You agree to only use valid, legally authorized, contact and payment information in accordance with applicable law. Sweetens has the right to change the products sold on the Webstore without notice. If a product is purchased which is determined in Sweeten’s sole discretion to be undeliverable for any reason, including being out of stock, Sweetens may cancel the transaction without notice. The third-party websites (including but not limited to social media platforms) linked from this website, or any link contained in a linked site, are not under the control of Sweetens, and Sweetens does not assume any responsibility or liability for such third-party content. Sweetens provides these links for your convenience only, and Sweetens makes no guarantees, representations or warranties as to, and shall have no liability for, any content delivered on any third-party

website, including, without limitation, the accuracy, subject matter, quality or timeliness of such content. You are responsible for complying with the policies of any third-party website you visit.

No Warranties

THE CONTENT ON THIS SITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. SWEETENS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THIS SITE.

Privacy

Sweetens respects your privacy. Please see our Privacy Policy (Privacy) to understand how Sweetens collects, protects, uses, and shares information gathered about users on this Site.

Choice of Law

Use of this Site shall be deemed to have occurred in the State of Tennessee. The validity, construction and effect of the Terms and Conditions and any actions taken under or relating to these Terms and Conditions shall be determined in accordance with the laws of the State of Tennessee, without regard to its conflict of law principles, and applicable United States Federal law. You waive any claim or defense that forum is not convenient or proper. You agree that any such court shall have in personam jurisdiction over you and consent to service of process in any manner authorized by Tennessee law. Sweetens maintains the right to identify another jurisdiction of its choosing at any time for the Choice of Law, reflecting its administrative offices or organizational entities.

Severability

If any provision in these Terms and Conditions shall be held or deemed to be invalid, illegal, or unenforceable for any reason, the invalidity of that provision shall not have the effect of rendering any other provisions in these Terms and Conditions unenforceable.