Evan Williams Honey My Hive Contest

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCE OF WINNING. VOID IN PUERTO RICO, U.S. TERRITORIES AND WHERE PROHIBITED. BEGINS 12:00PM ET SEPTEMBER 16, 2013; ENDS 12:00PM ET OCTOBER 14, 2013.

ELIGIBILITY: The Evan Williams Honey My Hive Contest (Contest) is open to legal residents of the United States, except residents of Puerto Rico, U.S. Territories and where prohibited, who are 21 years of age or older. Employees, officers and directors of Heaven Hill Distilleries, Inc. (Sponsor), its parent, subsidiaries, retailers, wholesalers, distributors and affiliates, XenoPsi Media, LLC (independent judging firm), GameSafe, Inc. (administrator) (Partners) and their family members, or those living in the same household of each, are not eligible to enter or win.

TO ENTER: If you are a registered Instagram account holder (or agree to create a free Instagram account), you must upload an original photo of your favorite place to chill through your account, include the hashtag #MyHive and post the photo between 12:00pm eastern time (ET) September 16, 2013 and 12:00pm ET October 14, 2013 (Promotion Period). Editing or filtering the image is optional. Official Rules are available at www.EvanWilliams.com.

You may post your entry via internet enabled mobile device (mobile device carrier's data charges may apply).

Entries must be posted through a valid Instagram account by 12:00pm ET October 14, 2013, **however, to be considered for all four judging periods** (listed in the **WEEKLY JUDGING PERIODS & NOTIFICATIONS** section below)**, entries must be received by 12:00pm ET September 23, 2013**. *Non-winning entries continue to remain eligible for subsequent judging period(s), if any.* You may enter once per day, however each entry must be unique and submitted separately (see additional details in **ENTRY REQUIREMENTS** section below). Should a dispute arise as to the identity of an entrant, the person named as the authorized Instagram account holder used for entry will be deemed the entrant. Should multiple names be listed on the Instagram account, the first name listed will be considered the primary account holder and, therefore, the entrant. *Each entrant is responsible for the content of the photo used to complete the entry process, and continues to own the image(s) submitted. Entrants who are registered account holders with any other social media provider (i.e., Twitter, Pinterest, Facebook, etc.), may choose to share their entry/entries via those channels, however, should you share an entry, regardless of form or method, if the image contains any material that is copyrighted, trademarked or otherwise protected (including images or likenesses of any person or persons, location, venue or product), you remain responsible for the public use of the image(s), including sharing alcohol-related materials with persons under the age of 21. Sharing an entry will not increase an entrant's chance of winning, and neither Evan Williams Honey Reserve nor Heaven Hill will compensate an entrant who chooses to share an entry.*

Instagram's time clock will be the official Contest clock. Entries will not be acknowledged or returned. Any entry submitted outside authorized, legitimate channels, or not in compliance with these Official Rules, will be void. If the same image is submitted by more than one entrant, or by the same entrant multiple times (Duplicate Entries), only the first entry will be considered valid and all subsequent Duplicate Entries

will be void. Sponsor is not responsible for entries that are incomplete, ineligible or misdirected. By entering, entrants agree to be bound by these Official Rules.
ENTRY REQUIREMENTS: Photo used must depict the entrant's favorite place to chill or hang out, based on the Judging Criteria outlined below. The age of person(s) appearing in any entry photo may require verification, at Sponsor's discretion, prior to determining eligibility of entrant. Any entry that includes a trademarked, copyrighted or protected location, product or image will be disqualified. If the "place" depicted in the entry is identifiable, either by name or visual, the entry will be disqualified. An image may include photos, illustrations or other graphics, visuals or designs, but must be submitted in photo format as listed below.
Any entry that is not in compliance with these Official Rules or, in the opinion of the Sponsor or judges, was fraudulently created or is incomplete, offensive or deemed inappropriate will be disqualified.
To be considered for judging, entry must adhere to the requirements listed and be complete, including photo (images may be black and white or color and must adhere to Instagram uploading requirements and guidelines) and MyHive hashtag (#MyHive).
A panel of pre-qualifying judges, consisting of Sponsor's marketing personnel and/or agency personnel selected by Sponsor, will review each entry submitted to determine whether, in panel's sole discretion, the entry is eligible for judging. Only those entries that are eligible will be judged.
ENTRANT NOTIFICATION AND RELEASE: Entries submitted may be located and viewed by searching the #MyHive hashtag. Appearance within the #MyHive page(s) is not a confirmation of eligibility. Entrant is solely responsible for content of entry and is advised to consider copyright, trademark and privacy regulations before submitting any entry. If Sponsor should choose, at its discretion, to utilize an entry beyond the #MyHive viewing gallery for promotional, advertising or trade purposes (<u>including re-posting an entry)</u>, it will comment on the entry, asking the entrant to contact GameSafe, Inc., the program administrator, to complete and return a License Agreement and a Liability and (where permitted) Publicity Release within a specified time period following date of notification. If the entrant does not respond to the comment and/or does not return the required Release and Agreement as requested, the entry will not be used by the Sponsor (beyond appearance in the viewing gallery), however the entry will remain eligible for the Contest.
WEEKLY JUDGING PERIODS & NOTIFICATIONS: The independent judging firm, whose decisions are final and binding in all matters relating to the Contest, will determine Weekly Prize winners, from all eligible entries received as of noon ET on the following <u>Judging Dates: September 23, 2013 (Week 1); September 30, 2013 (Week 2); October 7, 2013 (Week 3); October 14, 2013 (Week 4)</u>. Judging firm will attempt to contact potential Weekly Prize winners by commenting on the entrant's entry within two (2) days of the applicable Judging Date. Required response must be received by administrator within four (4) days of the date on the notification or prize will be forfeited and an alternate winner will be selected.
PRIZES: <u>Weekly Prize (400: 100 per Judging Date)</u>: An Evan Williams Honey Reserve branded ice mold (2-shot glass-shape). Approximate Retail Value (ARV) of prize: $5 each. Limit: Each entrant is limited to winning one Weekly Prize during the Contest. Total ARV of all Prizes: $2,000.
Sponsor or its agent will comment on each Weekly Prize winner entry, asking the entrant to contact the administrator within two (2) days to complete and return an Affidavit of Eligibility and Liability Release and (where permitted) Publicity Release, and may be

required to complete and return a License Agreement at Sponsor's discretion. Required documents must be received by Sponsor's administrator within four (4) days of the date on the notification or prize will be forfeited and an alternate winner will be selected. All prizes will be awarded provided a sufficient number of eligible entries are received, but in no event will more prizes be awarded than are listed in these Official Rules. Taxes on prize, if any, and any other costs, fees or expenses not specifically listed herein as included are the responsibility of the winner. Prizes include no warranty or guarantee, either express or implied. Prize details are based on availability and subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion.

By accepting a prize, where permitted, winner consents to use of his/her name, entry (or portions thereof as selected and/or edited by Sponsor), likeness, photograph, video, audio, biographical or other personally identifiable information and statements, by Sponsor and its Partners for purposes of advertising, promotion and publicity, without notice or compensation.

WEEKLY PRIZE WINNER SELECTION/JUDGING CRITERIA/TIES: Entries meeting eligibility requirements will be judged by a panel of judges made up of Sponsor's marketing team members and individuals from the advertising and/or creative industry, to select the Weekly Prize winners. Judging will occur on the following dates (from noon ET on the first day through noon ET on the last day) for each Judging Period:

Week 1: September 16, 2013–September 23, 2013
Week 2: September 23, 2013–September 30, 2013
Week 3: September 30, 2013–October 7, 2013
Week 4: October 7, 2013–October 14, 2013.

Judging to select Weekly Prize winners will be based on the following criteria: a) photo content featuring the "place to chill" theme [60%], b) uniqueness of image within theme [25%] and c) quality of photo [15%].

Each Weekly Winner must complete and return required documents (as described in the **PRIZES** section above) prior to being confirmed as a winner. Ties, if any, will be broken by re-judging only the tied entries until the tie is broken. Decisions of the judges will be final and binding. Sponsor reserves the right to not award all of the Weekly Prizes if there are insufficient qualifying entries.

LIMITATION ON LIABILITY: Each entrant, by participating, agrees to be bound by the Official Rules. Each entrant further agrees to release, discharge, indemnify and hold harmless Instagram, Sponsor, Partners and agents of each from and against any claims, damages or liability due to any injuries, damage or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity (including but not limited to travel related thereto) or participation in the Contest. Sponsor is not responsible for telephone, camera, device, computer, software, application or network malfunction or error, or for virus or damage caused, or claimed to be caused, to entrant's computer or device related to Instagram or online use or access. If, for any reason, Sponsor cannot run this Contest as planned, due to any cause beyond the reasonable control of Sponsor, which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend that portion of the Contest. If Sponsor terminates the Contest prior to its scheduled end date, Sponsor will determine winners from all eligible entries received as of termination date and will post notice at

www.EvanWilliams.com. Sponsor is not responsible for any typographical or other printing errors in the offering or administration of the Contest, including, but not limited to, errors in the printing or posting of the offer, Contest materials or in these Official Rules, the selection or announcement of the winners or the distribution of prizes. Contest is not associated with, sponsored, endorsed or administered by Instagram. Entrants are providing information to Sponsor, and not to Instagram. Contest will be governed according to U.S. law. For details on how, in addition to the ways stated in these Rules, Sponsor may use information collected from entrants, see Sponsor's privacy policy at http://www.EvanWilliams.com/Privacy.

SPONSOR: Heaven Hill Distilleries, Inc., 1064 Loretto Road, Bardstown KY 40004.

ADMINISTRATOR: GameSafe, Inc., 3438 Heavenly Drive, Trenton IL 62293.