

**Evan Williams Fan Pics Contest (“Contest”)
2018 - 2019 OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND NOT LOCATED IN THE UNITED STATES. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

1. **ELIGIBILITY:** Open to legal residents of the 50 United States and D.C., who are 21 years of age or older. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Heaven Hill Brands (“Sponsor”), its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, judging, administrative, and contest agencies involved in the administration, development, fulfillment, and execution of this Contest (collectively, “Contest Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or “step” of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest). Employees, agents, and officers of alcohol beverage retailers and distributors and their family members are also not eligible to enter or win. Void where prohibited.
2. **CONTEST PERIOD:** The Contest begins on May 1, 2018 at 12:00:00 p.m. (noon) Eastern Time (“ET”) and ends on April 30, 2019 at 11:59:59 a.m. ET (the “Contest Period”). The Website server is the official clock for this Contest.
3. **ASSIGNMENT OVERVIEW:** Take a photo that shows your love of Evan Williams Bourbon (a “Photo”) and submit your Photo as described below to compete to win an Evan Williams Prize Pack each month of the Contest Period. **Photos do not need to show the Sponsor’s product to be eligible.** A panel of judges will pick the top ten (10) Entries (as defined below) each month based on the criteria outlined in Section 5 below.
4. **TO PARTICIPATE AND ENTER:** During the Contest Period, visit the contest page on the Evan Williams web site at www.evanwilliams.com/fanpics (the “Website”). Follow the on-screen directions to enter by completing the online entry form and uploading your Photo. The entry form information together with the uploaded Photo is referred to herein as an “Entry.” Entries will be deemed to be submitted on the day they are received by the Sponsor during each Monthly Entry Period (see chart below), and entered into the corresponding Monthly Entry Period. You can access the Website using a smartphone or other mobile digital device with internet access. Standard data rates may apply, and participants are solely responsible for any such charges. Wireless phone service may not be available in all areas.

Entries are unlimited as long as the photo in each Entry is unique. Any person featured in the Entry must be 21 years of age or older. Any entrant whose Entry contains likenesses of third parties must be able to provide legal releases for Sponsor’s use of such Entry, in a form satisfactory to the Sponsor, upon request, prior to award of prize and/or naming of entrant as a winner. Entrant may only submit a photo that he/she has taken. Photos do not need to show the Sponsor’s product.

Automated means of participation are prohibited and any use of automated devices will cause disqualification. Use of email addresses from disposable or temporary email address services, or email forwarding services, is prohibited and any attempt to enter using such an email address will be blocked. An email address is required to enter. Only fully

completed Entries are eligible. Proof of submission is not proof of receipt by Sponsor. In the event of a dispute as to who submitted an Entry, the natural person associated with the email account used for entry will be considered the entrant. By participating, participants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

Each Entry must be suitable for display and publication in all forms of media, including but not limited to the internet, the World Wide Web, print, radio, and network, cable, or satellite television broadcast. Accordingly, Entries must be the original work of the entrant, may not have won previous awards, may not have been used publicly previously by any third party, must be dignified, modest, and in good taste, may not be obscene or indecent, including but not limited to profanity, must not contain any offensive or defamatory references including but not limited to words/images that might be considered offensive to individuals of any race, ethnicity, religion, orientation, or socioeconomic group, must not feature, advocate, suggest, condone, or treat in a humorous manner the excessive, underage, or irresponsible consumption of alcoholic beverage products, must not include threats to any person, place, business, group, or world peace, it must not invade privacy or other rights of any person, firm, or entity, must not include any third party trademarks or copyrighted materials, including brand names, text, or other similar materials (except for Sponsor's products), it must not portray Sponsor or Sponsor's brands or products in any way that might tend to subject any of them to public contempt, scandal, disrepute, or ridicule, and it must not in any other way violate any applicable laws, rules or regulations or network standards. No other alcoholic beverage products (except for Sponsor's products) may be included in the Entry. Sponsor reserves the right to make determinations of suitability in its sole and absolute discretion, and to disqualify any Entries it determines to be inappropriate for any of the reasons listed above, or for any other reason. Entrant acknowledges and agrees that such decisions of Sponsor are final and binding.

Submission of an Entry grants Sponsor and its agents the unconditional, irrevocable, worldwide right to publish, use, adapt, edit, and/or modify the Entry in any way, including each component of the Entry, together or separately, in whole or in part, in any and all media, without limitation, and without compensation or consideration to the entrant, whether or not such Entry is selected as a winning Entry. BY SUBMITTING AN ENTRY, EACH ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE, AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE, AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH ENTRY IN ANY WAY AND POST THE ORIGINAL ENTRY ON THE INTERNET OR USE THE ENTRY IN ANY OTHER WAY AND AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S SOLE DISCRETION. Sponsor reserves the right to, and may or may not monitor/screen Entries prior to posting them on the Website. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit.

Information submitted in connection with this Contest is governed by Sponsor's Privacy Policy (available at <http://www.heavenhill.com/privacy-policy>).

- 5. CRITERIA AND SELECTION OF WINNERS:** All eligible Entries will be judged by a qualified panel of judges selected by the Sponsor at the end of each applicable Monthly Entry Period as per the chart below. Entries will be judged monthly based on the following judging criteria:
- Showing Evan Williams' Brand Pride (50%)
 - Creativity (30%)
 - Image Quality (20%)

Entries will be assigned a score from 1 to 500 (1 being the lowest and 500 being the highest) for each judging criteria (including ties), and the ten (10) Entries with the ten (10) highest total scores will be declared the winners for the applicable Monthly Entry Period, subject to verification. In the event of a tie, the tie breaker will be based on the highest score in the first judging criteria, continuing thereafter to each judging criteria in order, as needed to break the tie. Entrants agree that the judges and Sponsor have the sole right to decide all matters and disputes arising from this Contest and that all decisions are final and binding in all respects.

Monthly Entry Period	Start/End Dates for each Monthly Entry Period	Ten Monthly Winners Notified (on or about)
1	5/1/18 – 5/31/18	6/14/18
2	6/1/18 – 6/30/18	7/14/18
3	7/1/18 – 7/31/18	8/14/18
4	8/1/18 – 8/31/18	9/14/18
5	9/1/18 – 9/30/18	10/13/18
6	10/1/18 – 10/31/18	11/14/18
7	11/1/18 – 11/30/18	12/14/18
8	12/1/18 – 12/31/18	1/15/19
9	1/1/19 – 1/31/19	2/14/19
10	2/1/19 – 2/28/19	3/14/19
11	3/1/19 – 3/31/19	4/13/19
12	4/1/19 – 4/30/19	5/14/19

Each Monthly Entry Period begins at 12:00:00 pm (noon) ET on the first day of the Monthly Entry Period and ends at 11:59:59 am ET on the last day of the Monthly Entry Period.

Non-winning monthly Entries WILL be carried over into subsequent Monthly Entry Periods. Should there be less than ten eligible Entries in any given month, all eligible Entries will be awarded a Monthly Prize and the remaining Monthly Prizes will not be awarded. **Limit one (1) Monthly Prize per person/email address/household throughout the Promotion.**

6. PRIZES AND APPROXIMATE RETAIL VALUES (“ARVs”):

One Hundred Twenty (120) Monthly Prizes (10 per Monthly Entry Period): an Evan Williams branded prize. **ARV: \$64.99 each.**

TOTAL ARV OF ALL PRIZES: \$7,798.80

7. PRIZE RESTRICTIONS: Prizes are non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right in their sole discretion to substitute a prize in whole or in part with one of comparable or greater value. All costs and

expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

- 8. WINNER NOTIFICATION AND PRIZE CLAIM:** Winners are subject to verification, including verification of age.

The potential Monthly Prize winners will be contacted via the email address submitted with his/her Entry and will be required to respond within seven (7) calendar days to confirm the acceptance of their prize. The email sent will include a link to the prize claim form that must be filled out in full with your mailing address and phone number in order to facilitate the shipment of your prize.

Sponsors are not responsible for any change of mailing address, email address, and/or telephone number of entrants. If a prize notification or prize is unclaimed, or returned as undeliverable, if any prize correspondence is not returned within the required time period, or, if a potential winner is found not to be eligible or in non-compliance with these Official Rules, the prize will be forfeited. Unclaimed Monthly Prizes will not be awarded. Winners are solely responsible for any taxes on the prize. Monthly prizes will be mailed to the address provided on the prize claim form within 4-6 weeks after verification.

- 9. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.** If the Contest is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Contest. In the event of cancellation, Sponsor will award the prizes in a random manner to be determined by Sponsor. In the event that an Entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another Entry into the Contest.
- 10. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Contest Parties (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Contest. No responsibility or liability is assumed by the Releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention in the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Contest. Sponsor is not responsible for any typographical errors in the announcement of any prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of Website is at user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other

person's computer equipment resulting from participation in the Contest, use of the Website or the download of any information from the Website, or any other loss related to user's participation in the Contest or receipt of any prize. As a condition of entering, entrants agree to release the Releasees from any and all liability, loss, or damage incurred with respect to entrant's participation in the Contest and the awarding, receipt, possession, and/or use or misuse of any prize.

11. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Kentucky law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THIS CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE

INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 12. PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting a prize, winners grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on the Website) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winner's list.
- 13. GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules thereof. By entering, you consent to the jurisdiction and venue of the federal, state, and local courts located in Nelson County, Kentucky for the resolution of all matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules, and agree that any and all such disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.
- 14. WINNERS LIST:** The list of winners will be available by email request at info@evanwilliams.com after all winners have been verified.
- 15. SPONSOR:** Heaven Hill Brands, 1064 Loretto Rd., Bardstown, KY 40004.