

**Evan Williams Kentucky's First Distiller Sweepstakes ("Sweepstakes")  
2018 OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.** THIS SWEEPSTAKES 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 sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, "Sweepstakes 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 Sweepstakes). 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. **SWEEPSTAKES PERIOD:** Sweepstakes begins on March 15, 2018 at 12:00:00 p.m. Eastern Time ("ET") and ends on April 30, 2018 at 11:59:59 a.m. ET (the "Sweepstakes Period"). The Website server is the official clock for this Sweepstakes.
3. **TO PARTICIPATE AND ENTER:** There are two methods to access the Sweepstakes website (the "Website") during the Sweepstakes Period.
  - a. **Via Text:** Pick up a page from a tearpad at participating retail liquor store and follow the instructions to use your text message-capable mobile device and send the keyword "FIRST" to short code 27126 to receive an autodialed responsive text with a link to the Website. You may opt-out by texting "FIRST STOP" to 27126 to stop (conf. msg. will be sent). **You agree to receive one (1) autodialed reply message per entry from or on behalf of Sponsor if you text via this method to receive the entry link. Participants accessing the Website via text message may incur a standard text message charge from their wireless service provider for each message sent and received. Standard data rates may also apply.** Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Wireless text message or phone service may not be available in all areas. Proof of sending or submission of a text message will not be deemed to be proof of delivery or receipt by Sponsor.
  - b. **Online:** Visit the Evan Williams website at [EvanWilliams.com](http://EvanWilliams.com) and click on the tab for the "Insider" page to access the Website for the Evan Williams Kentucky's First Distiller Sweepstakes.

Once on the website, follow the on-screen instructions to complete and submit the Sweepstakes registration form (or log in to your Facebook account via Facebook Connect) and take the quiz by answering three (3) questions about famous American "firsts" based on information supplied to you while entering. Entrants who get all questions correct will receive one (1) entry into the Sweepstakes. You may only participate in the quiz once per day, and

the questions must be answered correctly and completed in one (1) session for one (1) entry into the Sweepstakes. If a question isn't answered correctly, you will have the opportunity to resubmit an answer for that question until it is correct.

**Limit one (1) entry per person/email address per day throughout the Sweepstakes Period.** For purposes of this Sweepstakes, a "day" begins at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET, except for the first day which starts at 12:00:00 a.m. ET, and the last day which ends at 11:59:59 a.m. ET. **Automated means of participation are prohibited and any use of automated devices will cause disqualification.** Use of email addresses from disposable or temporary e-mail address services, or email forwarding services, is prohibited and any attempt to enter using such an email address will be blocked. Entrants may not enter with multiple email addresses, nor may entrants use any other device or artifice to enter multiple times above the stated limit. Any entrant who attempts to enter with multiple email addresses may be disqualified and required to forfeit any and all prizes, in Sponsor's sole discretion. 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, but only if that person is otherwise eligible to enter the Sweepstakes. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

- 4. DRAWINGS AND ODDS OF WINNING:** One (1) potential Grand Prize winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received. Drawing will be conducted on or about May 8, 2018, from among all eligible entries received, by a Sponsor representative, whose decisions shall be final and binding on all matters relating to the Sweepstakes.

- 5. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):**

**One (1) Grand Prize:** A trip for the verified winner and one (1) verified guest to Louisville, Kentucky for an Evan Williams/Kentucky Experience. **ARV: \$3,575.00.**

Grand Prize trip includes: round-trip coach class air transportation for winner and one (1) guest from a major commercial airport near winner's residence to Louisville, Kentucky; a \$350.00 Visa® pre-paid gift card for ground transportation and incidentals in Louisville, KY; two (2) days/one (1) night's hotel accommodations for winner and guest (two (2) standard rooms) at the Hilton Garden Inn Louisville Downtown; EW Welcome Gift Bag for each hotel room; lunch at The Bristol; two (2) passes for an Evan William Bourbon experience tour; dinner at the 8Up, Elevated Kitchen and Drinkery; two (2) late night snacks from Pavilion Pantry; Hilton Garden Inn complimentary breakfast; two (2) adult passes to the Louisville Slugger Museum; breakfast or lunch at Dish on Market; and two (2) Hot Browns at JG Café.

- 6. 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 its sole discretion to substitute a prize in whole or in part with one of equal or greater value. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

Actual value of Grand Prize may vary depending on winner's point of travel origin, airfare, and hotel fluctuations. Any difference between the stated ARV and actual value will not be awarded. Airport, airline, ground transportation, and/or hotel accommodations will be determined by the Sponsor. **Travel must be completed by 8/31/2018.** Winner must notify

Sponsor of desired dates of travel no later than twenty-one (21) days prior to the desired date of departure. Sponsor does not guarantee travel dates, transportation, and accommodations will be available on the exact dates requested by Winner and will have final determination on the exact dates available. No changes can be made to any trip element once it is booked/reserved. If, in the judgment of Sponsor, air travel is not required due to winner's proximity to Louisville, Kentucky, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the Grand Prize winner. Winner may be required to provide a credit card at time of hotel check-in to cover hotel incidentals. All meals/snacks provided in the Grand Prize will be in the form of food vouchers/gift cards given to the winner, except for the complimentary breakfast at the Hilton Garden Inn, which is included with the room. Grand Prize winner and guest must provide their own transportation to and from the departure airport.

If Grand Prize winner does not designate an eligible guest by the designated date specified by Sponsor, the portion of the Grand Prize related to the guest will be forfeited. Once a guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Winner and guest must travel on same itinerary, comply with all security requirements for travel and are solely responsible for obtaining all necessary travel documents prior to departure date for travel (e.g., a valid U.S. driver's license). Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Guest must be 21 years of age or older. Winner and guest must each sign and return a release of liability/publicity before travel is booked. Sponsor has the right, at its sole discretion, to disqualify and remove the winner and/or guest from any activity at any time without compensation if the winner's and/or guests' behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor, and in such a case, winner will still be solely responsible for all taxes and other expenses relating to the Grand Prize.

Travel arrangements are subject to availability and must be round trip. Flight itinerary may include one or more stops and/or layovers. All airfare, luggage fees, hotel, meals, ground transportation, gratuities, excursions fees, alcoholic beverages and any other incidental costs or other expenses not specifically set forth herein are the sole responsibility of winner. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Airline tickets are subject to flight variations, work stoppages, and schedule or route changes. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omission whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Grand Prize-related services or accommodations. No refund or compensation will be made in the event of the cancellation or delay of any flight. Sponsor shall not be liable for any loss or damage to baggage. Additional prize details and travel information to be provided to the winner at the time of notification. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged.

- 7. WINNER NOTIFICATION AND PRIZE CLAIM:** The potential Grand Prize winner is subject to verification, including verification of age. The potential winner will be contacted via the e-mail address and/or telephone number submitted by entrant on his or her entry form and will be required to respond within three (3) calendar days to verify his or her mailing address. If winner does not respond to an e-mail/phone notification within three (3) calendar days of first e-mail/phone notification attempt, prize may be forfeited and an alternate winner may be contacted. Upon Sponsor's receipt of the potential Grand Prize winner's return notification, the potential Grand Prize winner will be sent via e-mail an Affidavit of Eligibility/Liability Release, a 1099, and, where lawful, a Publicity Release and will be required to complete,

sign, notarize and return documents within five (5) calendar days of attempted notification or the Grand Prize will be forfeited and may be awarded to an alternate winner (time permitting).

Taxes: The Grand Prize winner is solely responsible for any taxes on the prize will be issued an IRS Form 1099 reporting the value of the Grand Prize. The Grand Prize winner will be required to complete a W-9 Tax Form and will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

- 8. GENERAL CONDITIONS: INTERNET CAUTION:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes. In the event of cancellation, Sponsor will award the prizes in a random drawing from among all eligible, non-suspect entries received prior to cancellation. 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 Sweepstakes.
- 9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in, the Sweepstakes. No responsibility or liability is assumed by 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 Sweepstakes: 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 Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the 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/mobile phone resulting from participation in the Sweepstakes, use of the Website or the download of any information from the Website, or any other loss related to user's participation in the Sweepstakes or receipt of any prize. As a condition of entering, entrants agree to release Releasees from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize, including without limitation any traveling related thereto.
- 10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes 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 SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THIS SWEEPSTAKES, 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 SWEEPSTAKES, 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.

- 11. PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting a prize, winner grants permission for Sponsor and those acting under its authority to use his/her 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 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 the winner, your information may also be included in a publicly-available winner list.

**12. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of 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, KY for the resolution of all matters or proceedings which are not subject to arbitration as set forth in Section 10 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.

**13. WINNER LIST:** Please email [info@evanwilliams.com](mailto:info@evanwilliams.com) for the name of the winner before June 30, 2018.

**14. SPONSOR:** Heaven Hill Brands, 1064 Loretto Rd., Bardstown, KY 40004.