## EVAN WILLIAMS BOURBON NATION® SWEEPSTAKES 2025 OFFICIAL RULES

# NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. <u>NO CONSUMPTION OF ALCOHOL IS REQUIRED</u> TO PARTICIPATE.

- 1) ELIGIBILITY: The "2025 Evan Williams Bourbon Nation" Sweepstakes (the "Sweepstakes") is open only to legal residents of the United States [EXCLUDING AK, HI and PR] and the District of Columbia (D.C.), who are 21 years of age or older at the time of entry. Employees, directors, agents and officers of Heaven Hill Sales Co. ("Sponsor"), SCA Promotions ("Administrator"), the University of Alabama, the University of Florida, Texas Christian University, The Ohio State University, and Syracuse University, the National Collegiate Athletic Association, participating vendors (if any), alcohol beverage retailers, alcohol beverage distributors, their respective parent companies, affiliates, and subsidiaries, and their respective participating advertising, promotions, and public relations agencies as well as members of their immediate families and/or those living in the same household as such individuals are not eligible to enter. The Sweepstakes is (a) governed by these Official Rules, (b void in Puerto Rico, Alaska, Hawaii, outside of the United States, the District of Columbia and where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations. If you enter online, you must have access to the Internet and a valid email address in order to enter. By entering, you agree that you have read and consent to be bound by these Official Rules, and Sponsor's privacy policy, available here (https://heavenhill.com/privacy-policy.php). Eligibility is conditioned on the acceptance of these Official Rules and Sponsor's privacy policy at time of entry.
- 2) PROMOTION PERIOD: The Promotion Period begins on August 28, 2025 at 12:00:00 AM Eastern Daylight Time ("EDT") and ends November 5, 2025 at 11:59:59 PM EDT, and includes ten (10) individual giveaway entry periods (each a "Giveaway Entry Period" and collectively the "Promotion Period). Sponsor's computer is the official Sweepstakes timekeeping device. PARTICIPATION: The Promotion Period shall include ten (10) Giveaway Entry Periods in which five (5) Giveaway prizes will be awarded per Giveaway Entry Period based on the number of eligible entries received during each Giveaway Entry Period. There will be one (1) Grand Prize to be awarded at the end of the Promotion Period and the Grand Prize winner will be selected from among all eligible Entries received during the Promotion Period.

Each Giveaway Entry Period will begin at 12:00 AM EDT and will end at 11:59:59 PM EDT. All Entries must be either: (i) submitted electronically to Sponsor during the applicable Giveaway Entry Period; or (ii) for Mail-In-Entries, post marked with a date falling within the applicable Giveaway Entry Period and received seven (7) days thereafter, in order to be included for that Giveaway drawing. The date on which Sponsor receives the Entry (or the postmark/receipt dates in the case of Mail-In Entries) will determine which Giveaway drawing the Entry received applies to.

GRAND PRIZE ONLY: ALL GIVEAWAY ENTRIES WILL BE INCLUDED IN THE GRAND PRIZE DRAWING BUT WILL NOT BE ELIGIBLE TO PARTICIPATE IN SUBSEQUENT GIVEAWAY DRAWINGS.

GIVEAWAY	ENTRY PERIOD	DRAWING DATE
1	12:00 AM ET on 8/28/25 to 11:59:59 PM ET on 9/3/25	9/11/25
2	12:00 AM ET on 9/4/25 to 11:59:59 PM ET on 9/10/25	9/18/25
3	12:00 AM ET on 9/11/25 to 11:59:59 PM ET on 9/17/25	9/25/25
4	12:00 AM ET on 9/18/25 to 11:59:59 PM ET on 9/24/25	10/2/25

5	12:00 AM ET on 9/25/25 to 11:59:59 PM ET on 10/1/25	10/9/25
6	12:00 AM ET on 10/2/25 to 11:59:59 PM ET on 10/8/25	10/16/25
7	12:00 AM ET on 10/9/25 to 11:59:59 PM ET on 10/15/25	10/23/25
8	12:00 AM ET on 10/16/25 to 11:59:59 PM ET on 10/22/25	10/30/25
9	12:00 AM ET on 10/23/25 to 11:59:59 PM ET on 10/29/25	11/6/25
10	12:00 AM ET on 10/30/25 to 11:59:59 PM ET on 11/5/25	11/13/25

#### 3) HOW TO ENTER: There are three (3) ways to enter:

(a) QR Code: During any Giveaway Entry Period during the Sweepstakes, an entrant must use a smart phone or other web-enabled device with a data plan to scan the Sweepstakes quick response code ("QR Code") featured (with the QR reader application already installed on the device) on valid promotional materials located in participating retailers. Entrant can download a QR reader application for free. Once the QR Code is scanned, the entrant will be directed to the Website (defined below in section 4b). The entrant must follow the on-screen instructions to complete the form in its entirety (including full name, street address, city, state, ZIP code, date of birth, valid telephone number and valid email address) to receive one (1) entry ("Entry") in the applicable Giveaway Entry Period drawing and one (1) Entry into the Grand Prize drawing. No P.O. Boxes accepted. Only QR Code Entries that were scanned combined with completion of the online form will be accepted as a valid Entry. NOTE: Proof of scanning QR Codes does not constitute proof of completion of an Entry.

**IMPORTANT:** By scanning the QR Code, and completing the online entry form you are consenting to receive one (1) or more communications (marketing and otherwise) from Sponsor regarding the Sweepstakes. Consent is not a condition of entry. Your submission of the online form is your electronic signature agreeing to these Official Rules and to giving electronic written consent. Entrants entering via QR Code may incur standard data charges from their wireless service provider. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate. **To opt-out of our email marketing efforts, please click the "unsubscribe" link at the bottom of any email sent by Sponsor. Please be aware that even if you opt out of receiving marketing communications from us, we may still contact you for transactional purposes such as customer services, product information, service notices, recalls, or to comply with other applicable laws or regulations.** 

(b) Online: Visit https://evanwilliams.com/bourbonnation ("Website") during the Promotion Period and follow the on-screen instructions to complete the form in its entirety (including, full name, street address, city, state, ZIP code, date of birth, valid telephone number and valid email address) to receive one (1) Entry in the applicable Giveaway Entry Period drawing and one (1) Entry into the Grand Prize drawing. No P.O. Boxes accepted. IMPORTANT: By completing the online form, entrant consents to receive one (1) or more communications (marketing or otherwise) from Sponsor regarding the Sweepstakes. Consent is not a condition of entry. Your submission of the online form is your electronic signature agreeing to these Official Rules and to giving electronic written consent. To opt-out of our email marketing efforts, please click the "unsubscribe" link at the bottom of any email sent by Sponsor. Please be aware that even if you opt out of receiving marketing communications from us, we may still contact you for transactional purposes such as customer services, product information, service notices, recalls, or to comply with other applicable laws or regulations.

(c) Mail-In: An eligible entrant may hand write their complete name (no initials), valid email address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, email address, and date of birth (MM/DD/YYYY) and selection of one (1) of the following: i) University of Florida, ii) University of Alabama, iii) The Ohio State University, iv) Texas Christian University, v) Syracuse University, or vi) e-gift card, on a 3½" x 5" card and mail it with sufficient postage to: Evan Williams Bourbon Nation Sweepstakes, P.O. Box 563, Bardstown, KY 40004, to be postmarked and received during a particular Giveaway Entry Period during the Promotion Period. Each Mail-In Entry must be mailed separately in a hand-addressed, stamped envelope and postmarked by the end date of the Giveaway Entry Period and received within seven (7) days to be eligible for that Giveaway Entry Period. No responsibility is assumed by Sponsor for lost, late, delayed, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail. No photocopied or mechanically reproduced Entries will be accepted. Mail-In Entries must be legibly hand printed. Mechanical reproductions, postage-due Mail-In Entries, or Mail-In Entries sent in excess of the Entry limit set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and invalid.

Limit of one (1) Entry per person during the Promotion Period, regardless of method of entry. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for (a) lost, late, incomplete, invalid, unintelligible, or misdirected Entries, all of which are void or (b) any defect, irregularity, malfunction or failure in the operation of the automated program or QR Code scanning technology. Potential winners may be required to show proof of being the authorized individual account holder of the account associated with a winning Entry. It is solely the responsibility of the entrant to notify Sponsor in writing of changes to phone number, e-mail address, or other contact information during the Promotion Period. Proof of submitting a completed online form or of mailing 3½" x 5" card does not constitute proof of delivery. Entries become the property of Sponsor and will not be returned to entrant. Use of multiple phone numbers, email addresses and/or mailing addresses, and/or the manipulation of such information, for the purpose of obtaining more than one (1) Entry, is prohibited and such persons will be disqualified, and all Entries deemed invalid.

### 4) RANDOM DRAWINGS/ODDS:

- (a) GIVEAWAY DRAWINGS: On or about the Drawing Dates stated in section 2 above, five (5) winners per Giveaway Entry Period will be selected in a random drawing from among all eligible Entries received during the respective Giveaway Entry Period. Odds of winning will depend on the number of eligible Entries received for the respective Giveaway during that Giveaway Entry Period.
- **(b) GRAND PRIZE DRAWING:** On or about November 17<sup>th</sup>, 2025, one (1) Grand Prize Winner will be selected in a random drawing from among all eligible Entries received during the Promotion Period. Odds of winning depend on the number of eligible Entries received during the Promotion Period.

All drawings will be conducted by Administrator, whose decisions shall be final and binding in all respects.

- **5) PRIZES:** There will be five (5) Giveaway Prizes per Giveaway Entry Period (each a "Giveaway Prize") and one (1) Grand Prize ("Grand Prize") each of which are outlined below:
  - (a) Giveaway Entry Period Prize: Each Giveaway Entry Period Prize Winner will receive the prize option selected at the time of submitting their Entry: either two (2) tickets to the 2025-2026 season college football game selected at the time of submitting the Entry or one (1) non-reloadable prepaid e-gift card issued by a leading American Multi-National Financial Services Corporation of Sponsor's choice. In the event the Sponsor is unable to obtain tickets for a 2025-2026 season college football game, the Giveaway Entry Period Prize Winner will receive the prepaid e-gift card. Issuer of gift card will be determined by Sponsor in its sole discretion. Issuer's terms and conditions apply to the use and redemption of e-gift card. Giveaway Entry Period Prize Winner is responsible for all costs associated with attendance at any game for which tickets are chosen as the Giveaway Entry Period Prize. Sponsor shall not be responsible for any

costs associated with the prize including but not limited to air and ground transportation, lodging, food, beverages (including alcohol), and incidentals. All tickets offered as Prizes hereunder will be delivered electronically to the winner; message and data rates may apply. A prize winner must own or have access to a smartphone with a cellular data plan in order to receive and redeem tickets.

Approximate Retail Value ("ARV") of each Giveaway Prize is as follows:

- a. University of Florida- \$200
- b. University of Alabama- \$200
- c. The Ohio State University- \$200
- d. Texas Christian University- \$200
- e. Syracuse University- \$200
- f. E-Gift Card- \$200
- (b) Grand Prize: One (1) Grand Prize to be awarded. Grand Prize Winner will receive four (4) tickets to the college national championship football game to be held on January 19, 2026 and one (1) non-reloadable prepaid e-gift card issued by a leading American Multi-National Financial Services Corporation of Sponsor's choice in the amount of \$4000.00. Issuer's terms and conditions apply to the use and redemption of e-gift card. Grand Prize Winner is responsible for all costs associated with attendance at the college national championship football game. All airfare, lodging, taxes, luggage fees, meals, ground transportation, gratuities, excursion fees, beverages, (including alcoholic beverages), and any other incidental costs or other expenses associated with Grand Prize Winner's and guests' attendance at the college national championship football game, are not included and are the responsibility of the Grand Prize Winner and/or guests, as applicable. All tickets offered as Prizes hereunder will be delivered electronically to the winner; message and data rates may apply. A prize winner must own or have access to a smartphone with a cellular data plan in order to receive and redeem tickets.

Total ARV for Grand Prize is \$10,000.

ALCOHOL IS NOT INCLUDED AS A PART OF ANY PRIZE.

Any Prize details not specified below will be determined by Sponsor in its sole discretion.

Total ARV for ALL PRIZES in this Sweepstakes is \$20,000.

6) PRIZE RESTRICTIONS: Limit of one (1) Giveaway Prize per person, family or household. The Grand Prize and Giveaway Prizes are non-transferable and non-assignable, and no cash redemption or prize substitution permitted, except by Sponsor, who may substitute a prize of equal or greater value if advertised prize becomes unavailable. All costs and expenses associated with prize acceptance and use not specifically provided herein are the sole responsibility of the prize winner. Prizes are taxable as income to prize winner and prize winner is solely responsible for all taxes associated with Prize(s).

Grand Prize. If the Grand Prize, or any portion thereof, cannot be awarded for any reason, the Sponsor reserves the right in its sole discretion to substitute the Grand Prize (or a portion thereof) in whole or in part with a prize of comparable or greater value. If Grand Prize Winner is unable to travel on the dates designated by the Sponsor so as to attend the selected game taking place on January 19, 2026, the Grand Prize Winner will receive the prepaid e-gift card in the amount of \$4,000.00 as the Grand Prize. No other prize substitution will be made. Grand Prize Winner's guests must be twenty-one (21) years of age or older at the time of verification. Grand Prize Winner and guests are solely responsible for making all travel arrangements and obtaining all necessary travel documents prior to departure date for travel (e.g., valid state identification or passport, or other acceptable identification allowing for air travel within the United States). Grand Prize Winner and guests are 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.

Sponsor shall not be held responsible for any delays in awarding the Grand Prize or any component thereof for any reason. Entry into this Sweepstakes constitutes entrant's agreement to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Grand Prize Winner and guests must sign and return an Affidavit of Eligibility/Liability/publicity (except where prohibited by law) within ten (10) calendar days of receipt. Failure to comply within this time period may result in disqualification and selection of an alternate Grand Prize winner, time permitting. In the event that the signed Affidavits of the Grand Prize Winner or guests are not received within the time period stated above or if the Grand Prize Winner is found ineligible or does not comply with these Official Rules, the Grand Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to the alternate potential Grand Prize Winner whose entry complies with the selection criteria, time permitting.

Once guests are selected by Grand Prize Winner, they may not be substituted, except in Sponsor's sole and absolute discretion. Sponsor shall not be responsible and will make no compensation for any cancellations, delays, diversions or substitutions or any act or omission whatsoever by the air carriers, hotels, transportation companies, prize providers or any other persons providing any Grand Prize-related services or accommodations.

Additional Grand Prize details to be provided to the Grand Prize Winner at the time of notification. Use of any NCAA game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. The terms and conditions of the tickets awarded as part of the Grand Prize will govern in the event a legal game/event/exhibition, as defined by NCAA, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Grand Prize Winner and their guests agree to comply with all applicable venue regulations in connection with the Grand Prize. Sponsor and the ticket issuer reserve the right to remove or to deny entry to the Grand Prize Winner and/or their guest(s) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game/event/exhibition. Sponsor specifically disclaims any responsibility for weather conditions; Acts of God; acts of terrorism; civil disturbances; local, state or federal regulation, order or policy; work stoppage; epidemic, pandemic or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of the college football national championship game or any associated event or exhibition. Tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture and may invalidate the license granted by the game/event/exhibition ticket.

All Grand Prize details are at Sponsor's sole discretion. Sponsor has the right, at its sole discretion, to disqualify and remove the Grand Prize Winner and/or guest(s) from any activity at any time without compensation if the Grand Prize Winner's and/or a guest's 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, Grand Prize Winner will still be solely responsible for all taxes and other expenses relating to the Grand Prize. Sponsor shall not be responsible for any damage to property caused by the Grand Prize Winner's and/or guests' behavior. Grand Prize Winner's and guests' participation in any or all activities on the Grand Prize trip is voluntary.

Grand Prize Winner acknowledges that in the event of delays or cancellation of the Game, directly or indirectly caused by unexpected travel advisories and restrictions as to health, including quarantines, as a result of the Coronavirus (COVID-19) or any other event beyond the control of

Sponsor that would result in Sponsor's inability to award the Grand Prize, in whole or in part, including, without limitation, natural disaster, epidemic, work stoppage, strike, riot, act of terrorism, governmental action, severe weather, civil commotion, or act of God (each, an "Event of Force Majeure"); Sponsor reserves the right to, in its sole and absolute discretion: (i) award an alternative prize to Grand Prize Winner, or (ii) award only the prepaid e-gift card in the amount of \$4,000.00 to Grand Prize Winner as the result of the occurrence of such Event of Force Majeure. Regardless of Sponsor's election of either of the foregoing (i) through (ii), Grand Prize Winner acknowledges and agrees that Sponsor shall have no liability to Grand Prize Winner under any legal theory. Notice of such action by Sponsor will be posted on the Website.

#### 7) CONDITIONS OF PARTICIPATION:

All prize winners are subject to verification. All potential prize winners will be notified via the email address and/or telephone number provided at the time of Entry (the "Notification").

**Grand Prize:** The potential Grand Prize Winner will be contacted on or about November 17<sup>th</sup>, 2025. SPONSOR'S REPRESENTATIVE OR DESIGNEE MAY ATTEMPT TO CONTACT POTENTIAL GRAND PRIZE WINNER ONLY ONCE VIA ONLY ONE METHOD OF CONTACT PROVIDED IN ENTRANT'S ENTRY. IF SUCH CONTACT IS MADE BY TELEPHONE AND POTENTIAL GRAND PRIZE WINNER IS UNAVAILABLE, A MESSAGE WILL NOT BE LEFT. SPONSOR AND SPONSOR'S REPRESENTATIVE OR DESIGNEE DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH ANY ATTEMPTED EFFORT TO CONTACT POTENTIAL GRAND PRIZE WINNER. Potential Grand Prize Winner will be required to respond within seventy-two (72) hours of Notification to confirm acceptance of the Grand Prize. If potential Grand Prize Winner does not respond to the Notification within seventy-two (72) hours, Grand Prize may be forfeited and an alternate potential Grand Prize Winner may be selected from among all remaining non-winning eligible Entries received during the Sweepstakes Period, time permitting. Upon Sponsor's receipt of the potential Grand Prize Winner's response, they will be sent via national courier service and email an Affidavit of Eligibility/Liability/Publicity Release, and where lawful, a Publicity Release, guest Releases, and an IRS W-9 tax form (the "Grand Prize Paperwork"), and will be required to complete, sign, and return the Grand Prize Paperwork via national courier service and/or email within ten (10) calendar days. Sponsor must receive potential Grand Prize Winner's and their guests' Grand Prize Paperwork for fulfillment of Grand Prize.

**Giveaway Prizes:** Each potential Giveaway Prize Winner will be required to respond within **seventy-two (72) hours** of Notification to confirm acceptance of the Giveaway Prize. If potential Giveaway Prize Winner does not respond to the Notification within **seventy-two (72) hours**, the Giveaway Prize may be forfeited, and an alternate potential Giveaway Prize Winner may be selected from among all remaining non-winning eligible Entries received during the applicable Giveaway Period.

Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. If a Notification, Grand Prize or Giveaway Prize is unclaimed, or returned as undeliverable; if any prize correspondence is not returned within the required time period; if potential prize winner declines the prize for any reason; or if potential prize winner is found not to be eligible or in noncompliance with these Official Rules, such potential prize winner will forfeit the prize.

**Taxes:** Prize winner is solely responsible for any taxes on prize(s). Grand Prize Winner will be issued an IRS Form 1099 reporting the value of the Grand Prize. The potential Grand Prize Winner will be required to complete a W-9 Tax Form and will be required to furnish their social security number for the sole purpose of preparation of any tax forms as required by law. All potential prize winners agree to fully cooperate with Sponsor/Sponsor representative as to its compliance with any governmental requirements (of the Internal Revenue Service or any other governmental unit) implicated by award of their prize(s). It is recommended that prize winner(s) retain an accountant/tax professional to advise them as to the tax consequences of the applicable prize award.

After two (2) unsuccessful attempts to verify an alternate prize winner, the respective prize will remain un-awarded. In the case of Grand Prize, such additional attempts to verify an alternate Grand Prize Winner will be made time permitting.

Prize or Prize Notification(s) that are un-awarded, unclaimed, returned, unresponsive, untimely, or otherwise undeliverable will be forfeited and will not be re-awarded. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Potential Grand Prize Winner may be subject to a background check before the Grand Prize is awarded. Sponsor reserves the right to disqualify potential Grand Prize Winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Grand Prize to such individual might reflect negatively on the Sponsor.

By accepting prize(s), each prize winner agrees to allow Sponsor the right to use their name and address (city and state), photo and likeness, voice recording, video images and all related footage, and statements for Sweepstakes promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media (including posting on Website or social media) now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review or approval and without additional compensation except where prohibited by law.

- 8) LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by the Sponsor resulting from entrant'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 the Sponsor 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 transmission to be sent to or received; proper functioning of the QR Code scan technology; lost, late, delayed, or intercepted email transmission; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website (including mobile version of same); 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 any Prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website (including mobile version of same), including but not limited to Sweepstakes advertising materials. Use of Website (including mobile version of same) as well as QR Code scan technology are solely at user's own risk. Sponsor is not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to an entrant's computer equipment or mobile device resulting from participation in the Sweepstakes, use of the Website (including mobile version of same), QR Code scan technology, or the download of any information from the Website (including mobile version of same), or any other loss related to entrant's participation in the Sweepstakes or receipt of any prize. As a condition of entering, entrants and prize winners agree to release the Sweepstakes Parties 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 prizes (if applicable).
- 9) WARRANTY AND INDEMNITY. Each entrant further represents and warrants that their Entry does not (1) infringe any third-party proprietary, intellectual property, privacy, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) include any personally identifiable information of any person other than entrant; or (3) otherwise violate any applicable law. To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified the Sweepstakes Parties at all times from and against any liability, actions, claims,

demands, losses, damages, costs and expenses for or in respect of which the Sweepstakes Parties may become liable by reason of or related or incidental to any act, default or omission by an entrant under these Official Rules including without limitation, resulting from or in relation to any breach, non-observance, act or omission, whether negligent or otherwise, of these Official Rules by an entrant.

- 10) DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Kentucky. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's 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 the Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law or conflict of law rules (whether of the Commonwealth of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Kentucky.
- **11) ELIMINATION**: Any false information provided within the context of the Sweepstakes by any entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate disqualification of the entrant from the Sweepstakes.
- **12) WAIVER**: Entrants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants further waive any right to equitable relief or injunctive relief.
- **13) CAUTION:** Any attempt by an entrant to deliberately damage any associated website or undermine the legitimate operation of the Promotion 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 entrant to the fullest extent of the law.
- **14) SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions hereof will remain in full force and effect.
- **15) WINNERS' LIST:** For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by February 2<sup>nd</sup>, 2026 to Heaven Hill Sales Co., P.O. Box 563, Bardstown, KY 40004, Attention Evan Williams Bourbon Nation Sweepstakes Winner's List Request.
- 16) SPONSOR: Heaven Hill Sales Co., 1064 Loretto Rd., Bardstown, KY 40004.

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