

## **“2018 Evan Williams Season of Giving Sweepstakes” (“Sweepstakes”)**

### **OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

**1. ELIGIBILITY:** The Sweepstakes is open to legal residents of fifty (50) United States or District of Columbia who are twenty-one (21) years of age or older at the time of entry (the “Entrant”). Retailers of alcoholic beverages (including their families and employees) are not eligible to enter or win this Sweepstakes. Employees, agents, contractors, directors, and officers of Heaven Hill Brands (“Sponsor”) and each of its respective parent, subsidiary, and affiliated companies, contractors, consultants, distributors, sales representatives, retailers and the website provider, webmasters, advertising, fulfillment, legal, 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) are not eligible to participate in the Sweepstakes. Void outside of fifty (50) United States, District of Columbia and wherever else restricted or prohibited by law.

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins on December 3, 2018 at 12:00:00 p.m. (noon) Eastern Time (“ET”) and ends on December 31, 2018, at 11:59:59 a.m. ET (the “Sweepstakes Period”), subject to entry periods as outlined in the “ENTRY PERIODS” section below. The Web Site (defined below) server is the official clock for this Sweepstakes.

**3. ENTRY PERIODS:** The Sweepstakes Period is subject to daily entry periods (each, an “Entry Period”). Each of the Entry Periods begins at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET except for the first and last day which the first day starts at 12:00 p.m. (noon) and the last day ends at 11:59:59 a.m. Each Entry Period is associated with an Entry Period drawing. There are a total of twenty-nine (29) Entry Periods. Non-winning eligible entries will NOT roll over to subsequent Entry Period drawings. For twenty-five (25) Entry Periods, two (2) Entry Period prize winners (each, an “Entry Period Prize Winner”) will be selected, and each Entry Period Prize Winner will win an Entry Period prize (each, an “Entry Period Prize”). For the remaining four (4) Entry Periods, there will be one (1) Entry Period Prize Winner to receive a premium prize (each a “Premium Prize”).

**4. TO ENTER:** During each Entry Period, visit [www.evanwilliams.com/SeasonofGiving](http://www.evanwilliams.com/SeasonofGiving) (the “Web Site”) and go to the “Insider” section and follow the on-screen instructions to complete and submit the online entry form to receive one (1) entry into the respective Entry Period. Entrant must provide email address and phone number on the online entry form in order to receive an entry. Limit one (1) entry per Entrant/email address per day. Entrant must complete the online entry form each day to receive an entry. Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply if entering via a mobile device. For those Entrants entering with a mobile device: **Messaging & data rates apply to internet access via mobile devices.** Other charges may apply; check your mobile plan for rates/details.

**There is a limit of one (1) entry per Entrant/email address per day.** Automated means of entry are prohibited, and any use of automated devices will disqualify the entry or Entrant. 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. 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 or as multiple Entrants. Sponsor will not verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or incomplete entries.

Any Entrant who attempts to enter with multiple email addresses or uses any device or artifice to enter multiple times may be disqualified and forfeits prize, 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.

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

**5. DRAWINGS AND ODDS OF WINNING:** On or about each drawing date outlined in the chart in the "ENTRY PERIODS" section above, Entry Period Prize Winner(s) will be selected at random from among all eligible entries received during that respective Entry Period. Odds of being selected as an Entry Period Prize Winner are based upon the total number of eligible entries received during that respective Entry Period. Entries from a previous Entry Period will not roll over to subsequent entry Periods. Drawings will be conducted by a Sponsor representative, whose decisions shall be final and binding on all matters relating to the Sweepstakes.

**6. PRIZES:** The Entry Period Prize or Premium Prize to be awarded will be determined based on the Entry Period drawing date. There is a total of fifty (50) Entry Period Prizes and four (4) Premium Prizes to be awarded for the entire Sweepstakes. The chart below outlines the prizes to be awarded. Total approximate retail value ("ARV") of all prizes to be awarded is \$1,756.06.

<u># of Prizes to be awarded</u>	<u>Prize Description</u>	<u>ARV of Each Prize</u>	<u>Total ARV</u>
1	Evan Williams Stave Cutting Board	\$39.99	\$39.99
1	Evan Williams Kan Jam Game	\$45.99	\$45.99
1	Evan Williams Laser Engraved Barrelhead	\$99.99	\$99.99
1	Evan Williams LED Sign	\$125.00	\$125.00
4	Evan Williams Copper Mug (2)	\$19.98	\$79.92
4	Evan Williams Bar Rail Mat	\$14.99	\$59.96
4	Evan Williams Bourbon Done Right T-shirt- XL	\$20.00	\$80.00
4	Evan Williams Stainless Flask and Playing Cards	\$18.98	\$75.92
4	Evan Williams Holiday Shirt- XL and Ornament	\$37.98	\$151.92

4	Evan Williams Bourbon Barrel Age Coffee and Coffee Mug	\$27.98	\$111.92
4	Evan Williams Smoking Chips, BBQ Sauce and Stainless Steel Measuring Cup Set	\$24.47	97.88
4	Evan Williams Rock Glasses (2) and Ice Mold	\$18.97	\$75.88
4	Evan Williams Cocktail Shaker	\$29.99	\$119.96
4	Evan Williams Baseball Jersey- XL	\$35.00	\$140.00
4	Evan Williams Cutting Board and Trio of Spice Grinders	\$42.46	\$169.84
6	Evan Williams Maple Bourbon Candle and Warm Bourbon Cider Candle	\$46.98	\$281.88

*Names of prize manufacturers are used solely for the purpose of identification of the prize.*

**7. PRIZE RESTRICTIONS:** Limit of one (1) Entry Period Prize per person/household. Sponsor will determine all details of a prize in its sole discretion. No prize substitution, except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if a prize becomes unavailable due to reasons beyond the control of the Sponsor; provided no such substitute prize shall be from Sponsor without its prior written consent. Prizes are not transferable prior to award. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the Entry Period Prize Winners. No more than the number of prizes set forth in these Official Rules will be awarded. Each prize winner consents to Sponsor's use of his/her name, likeness, biographical information, image, and/or voice and other indicia of persona for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval (TN residents will not be required to sign a publicity release as a condition of winning a prize).

**8. ENTRY PERIOD PRIZE WINNER CLAIM:** Entry Period Prize Winners are subject to verification. Prizes will be shipped within four (4) weeks to the addresses that the Entry Period Prize Winner supplied at the time of entry. Sponsor is not responsible for any change of mailing address, email address and/or telephone number of Entrant. In the event of non-compliance with these Official Rules, or if a prize is unclaimed or returned as undeliverable, the prize will be forfeited, and an alternate Entry Period Prize Winner may be contacted.

**9. GENERAL CONDITIONS:** INTERNET CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE 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 INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT 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 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.

**10. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by the Sweepstakes Parties 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 the Sweepstakes Parties 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 Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; 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. Sweepstakes Parties are not responsible for any typographical errors in the announcement of the Grand Prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Web Site. Use of Web Site is at user's own risk. Sweepstakes Parties are 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 resulting from participation in the Sweepstakes, use of the Web Site, or the download of any information from the Web Site, or any other loss related to Entrant's participation in the Sweepstakes or receipt of a prize. As a condition of entering, Entrants 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 a prize, including any travel related thereto. Sweepstakes Parties make no warranty, guaranty or representation of any kind concerning a prize (or any portion thereof), and disclaim any implied warranty.

**11. 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 (60) 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.

**12. PUBLICITY RELEASE:** Except in Tennessee, and where prohibited by law, by accepting a prize, Entry Period Prize Winner grants permission for Sponsor to use his or 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 Web Site or social media) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation.

**13. GOVERNING LAW & JURISDICTION:** 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 State of Kentucky, without giving effect to any choice of law or conflict of law rules thereof. By entering, Entrant consents 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 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.

**14. WINNER LIST:** An Entry Period Prize Winner's first name, last initial, city and state will be available by email request at [info@evanwilliams.com](mailto:info@evanwilliams.com) after all Entry Period Prize Winners have been verified.

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