

**EVAN WILLIAMS - 2021 MLB PLAYOFFS "TRIPLE PLAY" CHANCE TO WIN \$1,000,000  
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 the fifty (50) United States and the District of Columbia (D.C.), who are twenty-one (21) years of age or older at the time of entry (the "Entrant"). Retailers, wholesalers, suppliers, importers and distributors of alcoholic beverages (including their immediate families [as defined below] and employees) are not eligible to enter or win this Sweepstakes. Employees, agents, contractors, directors, and officers of Heaven Hill Brands ("Sponsor"), the MLB Entities (defined below), Major League Baseball Players Association, and each of their 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 (include the independent judging organization (the Sponsor Representative") (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 (3) months during the twelve (12)-month period preceding the start date of the Sweepstakes) are not eligible to participate in or win the Sweepstakes. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. Void outside of the fifty (50) United States and D.C., and wherever else restricted or prohibited by law.

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins with the first postseason game and ends on the last postseason game (the "Sweepstakes Period"). The MLB postseason for 2021 is projected to being on or about October 5, 2021 and end on October 31, 2021. The Web Site (defined below) server is the official clock for this Sweepstakes. In the event that there is a change in dates, updated start and end dates will be updated at the Web Site.

Mail-in entries must be postmarked by the business day following the last postseason game and received within 7 days.

**3. TO ENTER:** There are two (2) ways to enter the Sweepstakes.

**(a) Online Entry:** During the Sweepstakes Period, visit [www.evanwilliamsdugout.com/sweeps](http://www.evanwilliamsdugout.com/sweeps) (the "Web Site") on either a desktop computer or compatible mobile device. After verifying that you are of legal drinking age, follow the on-screen instructions to complete the on-line entry form with all required information (including your name, residential address, email address and date of birth ["Online Entry"]). You may also access the mobile version of the Web Site by using your compatible mobile device to scan the QR Code\*\* on Sweepstakes advertising materials found at participating retail establishments selling Evan Williams bourbon whiskey.

**(b) Write-in Entry:** Entrant may enter by mail as follows: on a plain 3" x 5" card, legibly handprint or type your first name, last name, complete address, city, state, zip code, home phone number (including

area code), date of birth and email address and mail your completed 3" x 5" card to: "Triple Play" Sweepstakes, PO Box 563, Bardstown, KY 40004. Each envelope shall equal one (1) entry. Entries must be postmarked by the business day following the last postseason game and received within 7 days. Multiple entries submitted by a single Entrant or in the same envelope are void. Entries submitted or completed by anyone other than the Entrant are void.

\*\*Used solely for reference purposes. No sponsorship, endorsement, authorization or affiliation is intended or implied thereby.

**Limit one (1) entry (i.e., Online Entry OR Write-in Entry) per Entrant/email address/phone number per day (12:00:00 p.m. (noon) ET on one calendar day to 11:59:59 a.m. ET on the immediately following calendar day) during the Sweepstakes Period.** 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.** Other charges may apply; check your mobile plan for rates/details. 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. Entrants may not 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. Sweepstakes Parties are not responsible for lost, late, misdirected, illegible, damaged, postage due or incomplete entries.

Any Entrant who attempts to enter with multiple email addresses or uses any device or artifice to enter multiple times in violation of the preceding entry limit 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 and if not, such entry will be void. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of Sponsor and Sponsor Representative. Privacy Policy: Information submitted in connection with this Sweepstakes is governed by Sponsor's Privacy Policy (available at <https://evanwilliams.com/privacy.php>.)

**4. DRAWING AND ODDS OF WINNING:** On or about three (3) business days after the last post season game, one (1) potential winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. Odds of winning depend on the total number of eligible entries received. Drawing will be conducted by a Sponsor representative, whose decisions shall be final and binding on all matters relating to the Sweepstakes. Subject to verification of eligibility and compliance with these Official Rules, the potential winner will be declared the official winner of the Sweepstakes.

**5. "TRIPLE PLAY": THE PRIZE WILL ONLY BE AWARDED IF A "TRIPLE PLAY" OCCURS DURING THE 2021 MAJOR LEAGUE BASEBALL POST-SEASON; IF A "TRIPLE PLAY" DOES NOT OCCUR DURING THE 2021 MAJOR LEAGUE BASEBALL POST-SEASON, NO PRIZE WILL BE AWARDED.**

As per Section 9.11 of the 2019 Edition of the Official Baseball Rules of Major League Baseball, a "triple play" occurs when ... "The official scorer credits participation in a triple play to each fielder who earns a

putout or an assist when three players are put out between the time a pitch is delivered and the time the ball next becomes dead or is next in possession of the pitcher in a pitching position, unless an error or misplay intervenes between putouts.” The preceding includes an appeal play after the ball is in possession of the pitcher [of the defensive/fielding team] that results in an additional putout. The occurrence of a “triple play” shall be determined in the sole discretion of the official scorer of each 2021 Major League Baseball post-season game, notwithstanding any later modification or reversal of same by MLB Entities after the conclusion of the game.

The Major League Baseball post-season consists of the following games:

- American League and National League Wild-Card games
- American League and National League Divisional Series games
- American League and National League Championship Series games
- World Series games

**6. PRIZE: One (1) Million Dollars (\$1,000,000) awarded as forty (40) annual installments of Twenty-Five Thousand Dollars (\$25,000), without interest. The first installment will be provided after winner verification, with another installment being made at approximately the same time the next calendar year continuing for the next thirty-nine (39) years. Present Value: \$558,441. Winner is solely responsible for advising Sponsor or its designated representative as to any change of address at least sixty (60) days prior to projected date of issuance of yearly installment; failure to do so will result in delayed receipt of installment.** Prize is non-transferable and non-assignable. Prize terminates upon death of winner and, as such, cannot be devised and will not be included as part of decedent winner’s estate; upon death of winner, Sponsor shall have no further liability for prize award under any legal theory. No prize substitution is available. All costs and expenses associated with prize acceptance and use not specifically provided herein are the sole responsibility of the winner.

**7. NOTIFICATION AND CLAIM:** Winner is subject to verification, including verification of age. He/she will be contacted via telephone number and/or email provided on official entry form (the “Notification”). If potential winner does not respond to the Notification within the time period indicated therein, prize will be forfeited and an alternate winner may be selected by random drawing from among all remaining non-winning eligible entries. Upon Sponsor representative’s receipt of the potential winner’s response to Notification, potential winner will be sent via traceable mail/email an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release, and an IRS W-9 tax form (the “Paperwork”), and will be required to complete, sign, have notarized, and return the Paperwork via traceable mail/email within five (5) business days. Return of potential winner’s Paperwork is a pre-condition to prize award. Sweepstakes Parties are not responsible for any change of mailing address, email address, and/or telephone number of Entrants after submission of entry. If a Notification or prize is unclaimed, or returned as undeliverable; if prize correspondence is not returned within the required time period; if potential winner declines the prize for any reason; or if potential winner is found not to be eligible or in noncompliance with these Official Rules, such potential winner will forfeit the prize and an alternate winner may be selected.

**Taxes:** Winner is solely responsible for any and all taxes on the prize and will be issued an IRS Form 1099 reporting the value of the prize. The potential winner will be required to complete a W-9 Tax Form and will be required to furnish his or her social security number for the sole purpose of preparation of any tax forms as required by law. The potential winner further agrees 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 the prize. It is recommended that winner retain an accountant/tax professional to advise him/her as to the tax consequences of prize award.

**8. GENERAL CONDITIONS:** INTERNET CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE/MOBILE WEB SITE ASSOCIATED WITH THE SWEEPSTAKES, UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR TO SEEK TO DEFRAUD SPONSOR/SPONSOR REPRESENTATIVE IN CONJUNCTION WITH THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR, SPONSOR REPRESENTATIVE AND THE MLB ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION (AS WELL AS DISQUALIFYING SUCH INDIVIDUAL FROM THE SWEEPSTAKES, IF APPLICABLE). If the Sweepstakes is not capable of running as planned for any reason OTHER THAN the 2021 Major League Baseball post-season not being played as scheduled‡, 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 prize in a random drawing from among all eligible, non-suspect entries received prior to cancellation. Notice of such action by Sponsor will be posted on Web Site. In the event that an entry is confirmed to have been erroneously deleted, lost, or destroyed, Entrant's sole remedy shall be a substitute entry into the Sweepstakes, if feasible (and, if not feasible, Sweepstakes Parties shall not have any liability for such deleted/lost/destroyed entry under any legal theory.)

‡Should the 2021 Major League Baseball post-season not be played as scheduled due to natural disaster, epidemic, work stoppage, strike, riot, act of terrorism, governmental action, civil commotion or other event beyond the control of Sponsor, the Sweepstakes will be cancelled, no winner will be selected and no prize will be awarded with Sponsor having no liability under any legal theory. Notice of such action by Sponsor will be posted on Web Site.

**LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by the Sweepstakes Parties 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 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 transmission to be sent to or received; lost, late, delayed, or intercepted email transmission; inaccessibility of the Web Site (including the mobile version of same, whether or not attempting to access the Web Site via scanning of QR Code) in whole or in part for any reason; traffic congestion on the Internet or Web Site (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. Sweepstakes Parties are 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 Web Site (including mobile version of same), including but not limited to Sweepstakes advertising materials bearing the QR Code. Use of Web Site (including mobile version of same) are solely 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 or mobile device resulting from participation in the Sweepstakes, use of the Web Site (including mobile version of same), or the download of any information from the Web Site (including mobile version of same), or any other loss related to Entrant's participation in the Sweepstakes or receipt of the 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 the prize (if applicable).

**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 THE AWARDING OF THE PRIZE 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.

**9. PUBLICITY RELEASE:** Except where prohibited by law, by accepting the prize, winner grants permission for Sponsor and those acting under its authority and the MLB Entities 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.

**10. 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 Kentucky for the resolution of all matters or proceedings which are not subject to arbitration as set forth in Section 8 of these Official Rules, and agree that any and all such disputes shall be resolved exclusively in those courts. Sponsor's/Sponsor representative'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.

**11. WINNER LIST:** The winner's first name, last initial, city and state will be available by email request at [info@evanwilliams.com](mailto:info@evanwilliams.com) after the winner has been verified (assuming that a "triple play" occurs during the 2021 Major League Baseball post-season and the prize is awarded).

**12. SPONSOR:** Heaven Hill Sales Co., 1064 Loretto Road, Bardstown, KY 40004.

EVAN WILLIAMS KENTUCKY STRAIGHT BOURBON WHISKEY, BARDSTOWN, KY.

THINK WISELY, DRINK WISELY.

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