

EVAN WILLIAMS BOURBON MLB SWEEPSTAKES
2020 OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO CONSUMPTION OF ALCOHOL IS REQUIRED TO PARTICIPATE. The potential Grand Prize winner will be notified by telephone or email starting on November 9, 2020. Entrants must provide a telephone number and valid email address in order to be notified if selected as the potential Grand Prize winner. The Grand Prize winner must be willing and able to travel on the dates selected by the Sponsor.

- 1) **ELIGIBILITY:** The “2020 Evan Williams Bourbon MLB” Sweepstakes (“Promotion” or “Sweepstakes”) is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia (D.C.), who are 21 years of age or older at the time of entry. 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 Sales Co. (“Sponsor”), the MLB Entities (defined below), 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 (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 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. The Promotion is (a) governed by these Official Rules, (b) void where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations. If you enter online or via email, 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 or heavenhill.com/privacy-policy.php](http://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) **HOW TO ENTER:** The Promotion begins on September 14, 2020, at 12:00:00 PM (noon) Eastern Standard Time (“EST”) and ends November 6, 2020, at 11:59:59 PM EST (“Promotion Period”), and is designed to give eligible entrants the opportunity to win Prizes in accordance with these Official Rules. There is one (1) way to enter:
 - a) **Online Entry:** During the Promotion Period, visit www.EvanWilliamsDugout.com/Sweeps (the “Web Site”) and follow the on-screen instructions to complete and submit all required information (including telephone number and email address) on the online entry form to receive one (1) entry into the Promotion (“Entry”).

During the Promotion Period, limit of one (1) Entry per entrant per day provided that all other rules herein are met. There is a maximum of fifty-four (54) entries per entrant for the entire Promotion Period. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, all of which are void. Potential Grand Prize winner may be required to show proof of being the authorized individual account holder of the account associated with the winning entry. It is solely the responsibility of the entrant to notify Sponsor in writing if he/she changes his or her phone number or other contact information during the Promotion Period. Proof of

submitting an entry does not constitute proof of delivery or entry. All 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 the stated number of entries, is prohibited and such persons will be disqualified, and all entries deemed invalid and any prize won shall be forfeited. The Web Site is the official Promotion clock. **Message and data rates may apply for entries submitted via mobile devices.** Check your mobile plan for rates/details.

- 3) **RANDOM DRAWING(S):** On or about November 9, 2020, one (1) potential Grand Prize winner will be selected in a random drawing from among all eligible entries received during the Promotion Period. Drawing will be conducted by Sponsor's representative or designee, whose decisions shall be final and binding in all respects. Potential Grand Prize winner will be contacted by phone or email, at Sponsor's sole discretion, and will be asked to confirm or provide the necessary information (such as first and last name, email address, and mailing address) to Sponsor.
- 4) **PRIZE(S):** There will be one (1) Grand Prize. Total approximate retail value ("ARV") of the Grand Prize to be awarded: \$4,500. Odds of winning the Grand Prize depends on the number of eligible entries received during the Promotion Period. Any Grand Prize details not specified below will be determined by Sponsor in its sole discretion.

Grand Prize: One (1) Grand Prize will be awarded. One (1) Grand Prize winner will receive (a) round-trip coach class air transportation for Grand Prize winner and three (3) guests ("Guests") between a major commercial airport nearest Grand Prize winner's residence and a major commercial airport nearest the Game location of the Grand Prize Winner's choice of either Arizona or Florida; (b) two (2) nights hotel accommodations (two [2] dual-occupancy rooms) for Grand Prize winner and Guests in a hotel of Sponsor's choice; and (c) four (4) tickets for Grand Prize winner and Guests for one (1) Sponsor-selected game in Arizona or Florida (the "Grand Prize"). Total ARV of the Grand Prize is \$4,500. GROUND TRANSPORTATION NOT INCLUDED.

- 5) **PRIZE RESTRICTIONS:** Grand Prize is non-transferable and non-assignable, and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. 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 such Grand Prize (or a portion thereof) in whole or in part with a prize of comparable or greater value. In the event that the Grand Prize is unable to be awarded due to COVID-19 restrictions, the Grand Prize winner will receive a cash value of \$4,500. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the Grand Prize winner. Grand Prize is taxable as income and Grand Prize winner is responsible for all taxes associated with the Grand Prize. Actual value of Grand Prize may vary depending on Grand Prize winner's point of travel origin, the location of the game, airfare, and hotel fluctuations. Any difference between the stated ARV of the Grand Prize and actual value will not be awarded. For the Grand Prize, airport, airline, hotel accommodations and game will be determined by the Sponsor. If Grand Prize winner is unable to travel on the dates designated by the Sponsor, the Grand Prize may be forfeited and an alternate potential Grand Prize winner may be selected, in Sponsor's sole discretion, by random drawing from among all remaining non-winning eligible entries. Grand Prize winner will be required to provide a credit card at time of hotel check-in to cover hotel incidentals. If in the judgment of the Sponsor, air travel is not required due to the Grand Prize winner's proximity to Arizona or Florida, or if the Grand Prize winner has decided to drive, the Grand Prize winner may receive ground transportation to Arizona or Florida in lieu of air transportation, or the Grand Prize winner may be reimbursed for gasoline purchased, with receipts, for the drive to and from if the Grand Prize winner drives his or her own vehicle, all as determined in Sponsor's sole discretion. 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 must travel on the same itinerary on the travel dates scheduled, 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). 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 and the MLB Entities have not and will not obtain or provide travel insurance or any other form of insurance. Grand Prize winner and Guests must sign and return a release of liability/publicity (except where prohibited by law) before travel is booked. Once Guests are selected by Grand Prize winner, they may not be substituted, except in Sponsor's sole and absolute discretion. 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 associated with the Grand Prize and not specifically set forth herein are the sole responsibility of Grand Prize winner and Guests. Airline tickets are nonrefundable/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 and the MLB Entities shall not be responsible for any cancellations, delays, diversions or substitution 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. No refund or compensation will be made in the event of the cancellation or delay of any flight. Sponsor and the MLB Entities shall not be liable for any loss or damage to baggage. Additional Grand Prize details and travel information to be provided to the Grand Prize winner at the time of notification. Lost, stolen, or damaged airline tickets will not be replaced or exchanged. Seat locations at the game shall be determined in the sole discretion of Sponsor. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the Grand Prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, 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 his/her Guests agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Grand Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to the Grand Prize winner and/or his/her Guests who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Sweepstakes Parties will not be responsible 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 their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. The remainder of the Grand Prize will be awarded and Sponsor (and, for the avoidance of doubt, the MLB Entities) will not have any further obligation to the Grand Prize winner. All Grand Prize details are at Sponsor's sole discretion. Sponsor, its prize providers and the MLB Entities have the right, at their sole discretion, to disqualify and remove the Grand Prize winner and/or Guests from any activity at any time without compensation if the Grand Prize 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, its prize providers, the MLB Entities or the game of baseball 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 and the MLB Entities shall not be responsible for any damage to property (including hotel or travel accommodations arranged by the Sponsor) 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. Major League Baseball game, event and exhibition tickets awarded as the Grand Prize may not be resold or 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 Grand Prize forfeiture, and may invalidate the license granted by the game, event or exhibition tickets.

6) **CONDITIONS OF PARTICIPATION:**

Grand Prize: Potential Grand Prize winner and Guests are subject to verification, including verification of age. The potential Grand Prize winner will be contacted on or about November 9, 2020, via the email address or telephone number provided at the time of entry (the "Notification"). 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 by random drawing from among all remaining non-winning eligible entries, time permitting. Upon Sponsor's receipt of the potential Grand Prize winner's response, he or she will be sent via traceable mail/email an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release, Guest Releases, 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 three (3) calendar days. Sponsor must receive potential Grand Prize winner's and his or her Guests' Paperwork for fulfillment of Grand Prize. Sweepstakes Parties are not responsible for any change of mailing address, email address, and/or telephone number of entrants. If a Notification or Grand Prize is unclaimed, or returned as undeliverable; if any Grand Prize correspondence is not returned within the required time period; if potential Grand Prize winner declines the Grand Prize for any reason; or if potential Grand Prize winner is found not to be eligible or in noncompliance with these Official Rules, such potential Grand Prize winner will forfeit the Grand Prize. **Taxes:** Grand Prize Winner is solely responsible for any taxes on the Grand Prize, and 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 his or her social security number for the sole purpose of preparation of any tax forms as required by law.

After two (2) unsuccessful attempts to verify an alternate Grand Prize winner, the respective prize will remain un-awarded. Grand Prize or Grand Prize Notification 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. Each potential Grand Prize winner may be subject to a background check before the Grand Prize is awarded. Sponsor reserves the right to disqualify a 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 any such individual might reflect negatively on the Sponsor or MLB Entities.

Except in Tennessee, and where prohibited by law, by accepting the Grand Prize, the Grand Prize winner agrees to allow Sponsor and the MLB Entities the right to use his/her name, photo and likeness, voice recording, video images and all related footage, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all 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.

- 7) **RELEASE:** By participating in the Promotion, entrants and Grand Prize winner agree to release Sponsor, the MLB Entities, participating vendors (if any), and each of their respective parent companies, subsidiaries, affiliates, related companies and advertising, promotion and public relations agencies, and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Promotion or with respect to awarding, receipt, possession, use and/or misuse of any part of the Grand Prize. The Released Parties not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or in the announcement of the Grand Prize. An entrant may be prohibited from participating in this Promotion if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Promotion by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Released Parties, or associated agencies or entities.
- 8) **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any Grand 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 Promotion, 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.

- 9) **ELIMINATION:** Any false information provided within the context of the Promotion 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 Promotion.
- 10) **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.
- 11) **LIMIT OF LIABILITY:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select a Grand Prize winner from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process or the operation of the Promotion or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.
- 12) **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 and the MLB Entities reserve the right to seek damages from any such entrant to the fullest extent of the law.
- 13) **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 14) **WINNERS' LIST:** A winner's first name, last initial, city and state will be available by email request at info@evanwilliams.com after winners have been verified.
- 15) **SPONSOR:** Heaven Hill Sales Co., 1064 Loretto Rd., Bardstown, KY 40004.

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