

## 2023 APPLE BLAST 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.), excluding AK, HI, MD, MS, NH, OR, RI, VT, and WA 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 Sales Co. (“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, 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 in HI, MD, NH, OR, RI, VT, WA, Puerto Rico and any other territory or commonwealth outside of the fifty (50) United States and D.C., and wherever else restricted or prohibited by law.

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins on **September 1, 2023, at 12:00:00 AM Eastern Time (“ET”)** and ends at **11:59:59 PM ET on October 15, 2023** (the “Sweepstakes Period”). The Website (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 Website and will determine the close of the Sweepstakes Period.

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

**A. Online Entry:** During the Sweepstakes Period, visit [www.evanwilliamsdugout.com](http://www.evanwilliamsdugout.com) (the “Website”) 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 inclusive of answering the Longest Home Run Question (as defined below) (“Online Entry”).

**B. Mail-In Entry:** An eligible Entrant may hand write his/her complete name (no initials), address, and date of birth (MM/DD/YYYY) on a 3½” x 5” card; and answering the Longest Home Run Question (as defined below) (“Mail-In Entry”) and mail it with sufficient postage to APPLE BLAST Sweepstakes, 4500 Bowling Blvd., Suite 300, Louisville, KY 40207 to be postmarked

within the Sweepstakes Period and received within four (4) days after the end of the Sweepstakes Period. Each Mail-In Entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. Mail-In Entries must be legibly handwritten. 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 not valid entries.

**C. QR Code:** Using your smart phone or other web-enabled device with a data plan, an Entrant must scan the Sweepstakes quick response code ("QR Code") featured on signs or promotional materials in participating stores with the QR reader application already installed on your device. Once the QR Code is scanned, the entrant will be directed to the Website. The entrant must follow the online instruction to complete submission of his/her entry with an e-mail address, full name, postal code for state of residence, gender, date of birth, and an answer to the Longest Home Run Question. Upon receipt of the completed entry form containing all required information, an entrant will automatically receive one (1) entry into the Sweepstakes ("QR Code Entry"). Only QR Code Entries that were scanned combined with completion of the online form will be accepted as a valid Entry. A complete QR Code Entry must be received by Sponsor or its authorized designee within the Sweepstakes Period. **NOTE: Proof of scanning QR Codes does not constitute proof of completion or submission of an Entry.**

**IMPORTANT: By scanning the QR Code, you are consenting to receive one (1) or more communications per Entry 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. Participants must have a smart phone or other web-enabled device with a data plan to enter by scanning the QR Code. Entrants entering this Sweepstakes 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. **Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Message and data rates may apply for entries submitted via mobile devices.**

**Limit two (2) entries per Entrant during the Sweepstakes Period regardless of method of entry.**

**NOTE: Online Entries, QR Code Entries, or Mail-In Entries containing more than one (1) selection to the question of "What distance will the longest home run be this 2023 MLB® Postseason": (A) 440ft – 449ft, (B) 450ft – 459ft, (C) 460ft – 469ft, (D) 470ft + ("Longest Home Run Question"); will be deemed to be an invalid entry and will NOT be considered eligible for the Home Run Prize or Grand Prize.**

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. **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 the Home Run Prize and/or Grand Prize, as applicable, in Sponsor's sole discretion.**

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, invalid, unintelligible, or incomplete entries, all of which are void.

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:**

**a) GRAND PRIZE:** In the event that one (1) or more Home Run Qualifying Condition(s) (as defined below) occurs during the Sweepstakes Period, one (1) potential grand prize winner ("Grand Prize Winner") will be selected in a random drawing on or about four (4) days following the conclusion of the Sweepstakes Period from among all eligible entries received during the Sweepstakes Period that selected the correct answer to the Longest Home Run Question on the entry form which shall be determined by the actual distance traveled for the longest home run hit (as determined by the official scorers of the applicable Major League Baseball post-season games) during Major League Baseball post-season games played during the Sweepstakes Period. ***For clarity, if the longest home run hit during the Sweepstakes Period is measured to be 467 feet, as determined by the official scorers of Major League Baseball post-season games, the Grand Prize Winner will be randomly drawn from all entries submitted during the Sweepstakes Period on which the answer "C. 460 feet – 469 feet" was selected.*** Odds of winning a Grand Prize depend on (i) the occurrence of a Home Run Qualifying Condition and (ii) the total number of eligible entries received during the Sweepstakes Period.

**b) HOME RUN WINNER:** In the event a Home Run Qualifying Condition (as defined below) occurs during the Sweepstakes Period, one (1) potential Home Run Winner will be selected on or about four (4) days following the occurrence of such Home Run Qualifying Condition in a random drawing from among all eligible entries received up to the date and time of the occurrence of the Home Run Qualifying Condition. There will be a maximum of eight (8) total Home Run prize winners (each a "Home Run Winner" and collectively "Home Run Winners"). Odds of winning a Home Run Prize depend upon (i) the total number of Home Run Qualifying Conditions occurring during the Sweepstakes Period (if any), and (ii) the total number of eligible entries received by Sponsor at the time the Home Run Qualifying Condition occurs.

("Home Run Winner", "Home Run Winners", and "Grand Prize Winner" are collectively referred to herein as "Winners").

Each eligible Entrant who has submitted an entry prior to the applicable Home Run Qualifying Event shall be eligible to win one (1) Home Run Prize (as defined below) and one (1) Grand Prize (as defined below) during the Sweepstakes Period. For the avoidance of doubt, a selected and verified Home Run Winner will not be eligible to win any of the remaining Home Run Prizes for the

duration of the Sweepstakes Period, however, such Home Run Winner will remain eligible to win the Grand Prize (as defined below).

Drawings 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 winners will be declared the official Winners of the Sweepstakes.

***IN THE EVENT A HOME RUN QUALIFYING CONDITION (AS DEFINED BELOW) OCCURS DURING THE SWEEPSTAKES PERIOD, ONE (1) WINNER WILL BE SELECTED FROM ALL ELIGIBLE ENTRIES IN SPONSOR'S POSSESSION AT THE DATE AND TIME OF THE HOME RUN QUALIFYING CONDITION AND ALL NON-WINNING ELIGIBLE ENTRIES WILL ROLL OVER AND BE CONSIDERED FOR SELECTION UPON THE OCCURRENCE OF ADDITIONAL HOME RUN QUALIFYING CONDITIONS, SUBJECT TO THE OCCURRENCE OF ADDITIONAL HOME RUN QUALIFYING CONDITIONS, UP TO A TOTAL NUMBER OF EIGHT (8) HOME RUN QUALIFYING CONDITIONS.***

***ONCE A HOME RUN PRIZE WINNER IS SELECTED AND VERIFIED, SUCH HOME RUN WINNER WILL NOT REMAIN IN THE ENTRY POOL FOR ANY OF THE REMAINING HOME RUN PRIZES BUT WILL STILL BE ELIGIBLE TO WIN THE GRAND PRIZE, AS SET FORTH ELSEWHERE IN THESE OFFICIAL RULES.***

***NO HOME RUN PRIZES SHALL BE AWARDED FOR HOME RUNS HIT FOLLOWING THE OCCURRENCE OF THE EIGHTH (8<sup>TH</sup>) HOME RUN QUALIFYING CONDITION.***

***IN THE EVENT NO ELIGIBLE ENTRANT SELECTS THE CORRECT ANSWER TO THE LONGEST HOMERUN QUESTION, SPONSOR RESERVES THE RIGHT TO SELECT THE GRAND PRIZE WINNER IN A RANDOM DRAWING FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD. IN SUCH CASE, THE ODDS OF WINNING THE GRAND PRIZE SHALL BE BASED UPON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.***

5. **PRIZE(S):** There will be up to nine (9) Prizes awarded in connection with this Sweepstakes, consisting of up to one (1) Grand Prize and up to eight (8) Home Run Prizes (each a "Prize" and collectively "Prizes") and more specifically defined as:

- a) **GRAND PRIZE ("GRAND PRIZE"):** Provided that a Home Run Qualifying Condition has occurred in the 2023 Major League Baseball Post-Season (as defined below), one (1) Grand Prize Winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period that selected the correct answer to the Longest Home Run Question on the entry form which shall be determined by the actual distance traveled for the longest home run hit (as determined by the official scorers of the applicable Major League Baseball post-season games). The Grand Prize will consist of (a) four (4) round trip economy airline tickets on an air carrier of Sponsor's choosing for the Grand Prize Winner and three (3) guests ("Guests") from the major commercial airport nearest to Grand Prize Winner's residence to travel to/from the major commercial airport nearest to the ballpark in the city ("Host City") hosting the 2023 MLB® World Series® ballgame ("Game") selected by Grand Prize Winner for attendance (as determined by Sponsor); (b) four (4) tickets for Grand Prize Winner and three (3) Guests for one (1) Game as mutually agreed and selected (from Game 1, Game 2, or Game 3 of the 2023 MLB® World Series®) by Sponsor and Grand Prize Winner; (c) two (2) days and one night hotel accommodation at a

hotel of Sponsor's choosing in the Host City, which shall consist of two (2) double occupancy hotel rooms and tax only, each room being booked for a stay of one (1) night; and (d) four (4) one hundred dollar (\$100.00) gift codes that may be redeemed at the MLB Shop (MLBshop.com). **All luggage fees, meals, ground transportation, gratuities, excursion fees, alcoholic beverages, and any other incidental costs or other expenses associated with the Grand Prize and not specifically set forth herein are not included and the responsibility of the Grand Prize Winner and/or Guests, as applicable.** Grand Prize is non-transferable and non-assignable. No Grand Prize substitution is available. All costs, expenses, and taxes associated with Grand Prize Winner's acceptance and use of Grand Prize not specifically provided herein are the sole responsibility of the Grand Prize Winner. By accepting the Grand Prize, the Grand Prize Winner agrees to allow Sponsor 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.

**APPROXIMATE RETAIL VALUE ("ARV") OF THE GRAND PRIZE IS \$10,000 ("Grand Prize ARV").**

**THE GRAND PRIZE WILL ONLY BE AWARDED TO ONE (1) RANDOMLY SELECTED GRAND PRIZE WINNER IF (1) A "HOME RUN QUALIFYING CONDITION (AS DEFINED BELOW) OCCURS DURING THE 2023 MAJOR LEAGUE BASEBALL POST-SEASON (AS DEFINED BELOW), AND (2) ONE OR MORE ENTRANTS SELECTS THE CORRECT ANSWER TO THE LONGEST HOME RUN QUESTION; IF A HOME RUN QUALIFYING CONDITION DOES NOT OCCUR DURING THE 2023 MAJOR LEAGUE BASEBALL POST-SEASON (AS DEFINED BELOW), AND/OR IF NO ENTRANT SELECTS THE CORRECT ANSWER ON THE ENTRY FORM, NO PRIZE WILL BE AWARDED.**

- b) **HOME RUN PRIZE(S) ("HOME RUN PRIZE"):** Up to eight (8) Home Run Prizes, each consisting of One Thousand Five Hundred Dollars (\$1,500). Approximate Retail Value of each Home Run Prize: **\$1,500** ("Home Run Prize ARV"). Total potential ARV of all Home Run Prizes if the maximum eight (8) Home Run Qualifying Conditions occur: **\$12,000**.

**THE HOME RUN PRIZE(S) WILL ONLY BE AWARDED TO ONE (1) RANDOMLY SELECTED HOME RUN WINNER UPON THE OCCURRENCE OF A HOME RUN QUALIFYING CONDITION (AS DEFINED BELOW) UP TO A MAXIMUM POSSIBLE TOTAL OF EIGHT (8) HOME RUN WINNERS IF A HOME RUN QUALIFYING CONDITION OCCURS DURING THE QUALIFYING 2023 MAJOR LEAGUE BASEBALL POST-SEASON, BEGINNING UPON THE FIRST GAME OF THE AMERICAN LEAGUE AND/OR NATIONAL LEAGUE WILD CARD GAME, AS APPLICABLE, AND CONCLUDING UPON THE FINAL GAME OF THE AMERICAN OR NATIONAL LEAGUE, AS APPLICABLE, DIVISION OR CHAMPIONSHIP SERIES, AS APPLICABLE, TO OCCUR PRIOR TO OCTOBER 15, 2023; IF A HOME RUN QUALIFYING CONDITION DOES NOT OCCUR DURING THE 2023 MAJOR LEAGUE BASEBALL POST-SEASON, NO HOME RUN PRIZES WILL BE AWARDED.**

**HOME RUN DEFINED FOR SWEEPSTAKES:** As per the Official Baseball Rules of Major League Baseball, a "home run" occurs when the official scorer credits completion of a home run if the batter hits a fair ball and scores on the play without being put out or without the benefit of an error". In order to trigger the Home Run Qualifying Condition, such home run must (i) not be an "inside-the-park" home run, defined to occur when the batter hits the ball in play (not over the wall) and touches all four bases without being thrown out; and (ii) travel over the wall of the playing field and through the air for a distance of four hundred and forty (440) feet OR more prior to hitting the ground or an obstruction, as measured by the official Major League Baseball scorekeeper ("Home Run Qualifying Condition"). The occurrence and the official travel distance of a Home Run shall be determined in the sole discretion of

the official scorer of each 2023 Major League Baseball post-season game, notwithstanding any later modification or reversal of same by MLB Entities after the conclusion of the game.

As used in connection with this Sweepstakes, the qualifying term “2023 Major League Baseball post-season” consists of the following games, **provided that any such game occurs on or before October 15, 2023** (games occurring after this date are excluded and are not considered to be Major League Baseball post-season games for the purposes of this Sweepstakes):

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

TOTAL ARV of all Prizes is **\$22,000**.

**6. PRIZE RESTRICTIONS:** The Grand Prize and Home Run Prize(s) are not transferable and non-assignable. Taxes on Prize are sole responsibility of the Winner. No Prize substitutions or cash redemptions allowed, except by Sponsor or MLB Entities (where applicable), who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable. Actual value of the Grand Prize may vary depending on Grand Prize Winner’s point of travel origin, the location of the Game/Host City, airfare, and hotel fluctuations. Any difference between the stated ARV of a prize and actual value will not be awarded. For the Grand Prize, airport, airline, hotel accommodations 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 awarded to the alternate potential winner. If the confirmed Grand Prize Winner forfeits the Grand Prize for any reason after confirmation, no alternate winner will be selected. 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 or MLB Entities (where applicable), air travel is not required due to the Grand Prize Winner’s proximity to Host City, or if the Grand Prize Winner has decided to drive, the Grand Prize Winner may receive ground transportation to the Host City in lieu of air transportation, or the Grand Prize Winner may be reimbursed for gasoline purchased, with receipts, for the drive to and from the Host City if the Grand Prize Winner drives his or her own vehicle, all as determined in Sponsor’s or MLB Entities’ sole discretion. Grand Prize Winner’s Guests must be twenty-one (21) years of age or older at the time of winner 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.

Sponsor and MLB Entities shall not be held responsible for any delays in awarding the Home Run Prize, 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 Release (except where prohibited by law) within forty-eight (48) hours following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. 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 Winner is found ineligible or does not comply with these Official Rules, the Grand Prize or Home Run Prize, as applicable, may, in the Sponsor’s sole and absolute discretion, be forfeited and awarded to the alternate potential winner whose entry comply with the selection criteria. If the confirmed Winner forfeits the Home Run Prize or Grand Prize for any reason after confirmation, no alternate winner will be selected.

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. 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 (or Home Run Prize-related services or accommodations, as applicable). 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 may 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. Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see [mlb.com/ticketback](http://mlb.com/ticketback) for details. 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 and MLB Entities. Grand Prize Winner's Guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club 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/exhibition, as defined by Major League Baseball, is not played or held 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 regulations in connection with the Grand Prize. Sponsor and the MLB Entities reserve the right to remove or to deny entry to the Grand Prize Winner and/or his/her Guests 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. 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 of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/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. 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 Prize Winner. All Grand Prize details are at Sponsor's and MLB Entities' (where applicable) sole discretion. Sponsor, the MLB Entities, and their respective prize providers 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, Fanatics, Inc., 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.

**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 or MLB Entities that would result in Sponsor's or MLB Entities' 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, (ii) award a cash payment of the Grand Prize ARV to Winner, OR (iii) not award the Grand Prize or any alternative prize or payment to Grand Prize Winner as the result of the occurrence of such Event of Force Majeure. Regardless of Sponsor's election of any of the foregoing (i) through (iii), Grand Prize Winner acknowledges and agrees that Sponsor and MLB Entities 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. **NOTIFICATION AND CLAIM:** Each 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.
8. **Taxes: Winners are solely responsible for any and all taxes on their awarded Prizes and will be issued an IRS Form 1099 reporting the value of their 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 their Prize. It is recommended that winner retain an accountant/tax professional to advise him/her as to the tax consequences of Prize award.**
9. **GENERAL CONDITIONS:** INTERNET CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE/MOBILE WEBSITE 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 2023 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, subject to the occurrence of



an applicable Home Run Qualifying Condition, award the applicable 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 Website. In the event that an entry is confirmed, by legally sufficient evidence, 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 2023 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 Winners will be selected and no Prizes will be awarded with Sponsor and MLB Entities having no liability under any legal theory. Notice of such action by Sponsor will be posted on Website.

**10. 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 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. 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 Website (including mobile version of same), including but not limited to Sweepstakes advertising materials. Use of Website (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 Website (including mobile version of same), 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 the prize. As a condition of entering, Entrants and 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 the prize (if applicable). IN ADDITION TO THE FOREGOING LIMITATIONS, ENTRANT HEREBY WAIVES 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. WARRANTY AND INDEMNITY:** Each Entrant represents and warrants that their entry is original, that at the time of the submission of such entry they are the sole and exclusive owner and right holder of the submitted entry, and that they have the right to submit the entry in the Sweepstakes. 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.

**12. 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 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.

**13. 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, video images and all related footage, and statements for Sweepstakes promotion, trade, commercial, advertising and/or publicity purposes, in any and all media (including posting on Website or social media) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation.

**14. WINNER LIST:** For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by February 27, 2024 to Heaven Hill Sales Co., P.O. Box 563, Bardstown, KY 40004, Attention 2023 Evan Williams Apple® Home Run Blast Sweepstakes Winner's List Request

**15. 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.

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

EVAN WILLIAMS KENTUCKY STRAIGHT BOURBON WHISKEY BLENDED WITH APPLE LIQUEUR AND CARAMEL COLOR, 32.5% Alc./Vol., BARDSTOWN, KY. ©2023

THINK WISELY, DRINK WISELY.

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