

EVAN WILLIAMS® BOURBON MLB® SWEEPSTAKES
2024 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 October 18, 2024 at/after 12:00 PM (noon) EST. Entrants must provide a valid telephone number and email address in order to be notified if selected as a potential winner. The Grand Prize Winner must be willing and able to travel on the dates selected by the Sponsor so as to attend Sponsor's choice of a 2024 MLB World Series game which will take place in late October 2024/early November 2024.

- 1) **ELIGIBILITY:** The "2024 Evan Williams Bourbon MLB" Sweepstakes ("Sweepstakes") is open only to legal residents of the United States and the District of Columbia (D.C. who are 21 years of age or older at the time of entry. 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, retailers and the website provider, webmasters, advertising, fulfillment, legal, administrative, and sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes as well as prize suppliers (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. ("MLB"), 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 Sweepstakes is (a) governed by these Official Rules, (b) void in Puerto Rico and other US Territories and where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations. If you enter online, you must have access to the Internet and a valid email address in order to enter. By entering, you agree that you have read and consent to be bound by these Official Rules, and Sponsor's privacy policy, available [here or https://heavenhill.com/privacy-policy.php](https://heavenhill.com/privacy-policy.php). Eligibility is conditioned on the acceptance of these Official Rules and Sponsor's privacy policy at time of entry.
- 2) **HOW TO ENTER:** The Sweepstakes begins on September 1, 2024 at 12:00:00 AM (Eastern Standard Time ("EST")) and ends November 2, 2024 at 11:59:59 PM EST (the "Sweepstakes Period") is designed to give eligible entrants the opportunity to win Prizes in accordance with these Official Rules. The Website (defined below) server is the official time keeping device for this Sweepstakes. **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.** There are three (3) ways to enter:
 - (a) **QR Code:** During any Entry Period (as defined below) during the Sweepstakes Period, an entrant must use a smart phone or other web-enabled device with a data plan to scan the Sweepstakes quick response code ("QR Code") featured on (i) 750ml and 1.75L bottles of Evan Williams Kentucky Straight Bourbon Whiskey (Black Label Only) located in participating stores (in valid states) with the QR reader application already installed on their device; or (ii) if in CA, valid promotional materials located 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 on-screen instructions to complete the form in its entirety (including full name, postal code, date of birth, valid telephone number and valid email address) to receive one (1) entry ("Entry") in the applicable Entry Period's Inning Prize drawing (as

well as one (1) Entry into the Grand Prize drawing for those entering in Entry Periods 1-6). Only QR Code Entries that were scanned combined with completion of the online form will be accepted as a valid Entry.
NOTE: Proof of scanning QR Codes does not constitute proof of completion of an Entry.

IMPORTANT: By scanning the QR Code, you are consenting to receive one (1) or more communications (marketing and otherwise) from Sponsor regarding the Sweepstakes. Consent is not a condition of entry. Your submission of the online form is your electronic signature agreeing to these Official Rules and to giving electronic written consent. 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.**

(b) Online: Visit www.EvanWilliamsDugout.com ("Website") during any Entry Period within the Sweepstakes Period and follow the on-screen instructions to complete the form in its entirety (including full name, postal code, date of birth, valid telephone number and valid email address) to receive one (1) Entry in the applicable Entry Period's Inning Prize drawing (as well as one (1) Entry into the Grand Prize drawing for those entering in Entry Periods 1-6). By completing the form, you are consenting to receive one (1) or more communications (marketing or otherwise) from Sponsor regarding the Sweepstakes.

(c) Mail-In: An eligible entrant may hand write his/her complete name (no initials), valid email address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, email address, and date of birth (MM/DD/YYYY) on a 3½" x 5" card and mail it with sufficient postage to: Evan Williams Bourbon MLB Sweepstakes, 4500 Bowling Blvd, Ste 300, Louisville, KY 40207, to be postmarked by the conclusion of the applicable Entry Period and received within five (5) days of the respective Entry Period end date to receive one (1) Entry in the applicable Entry Period's Inning Prize drawing (as well as one (1) Entry into the Grand Prize drawing for those entering in Entry Periods 1-6). Each Mail-In Entry must be mailed separately in a hand-addressed, stamped envelope. No responsibility is assumed by Sponsor for lost, late, delayed, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail. No photocopied or mechanically reproduced Entries will be accepted. Mail-In Entries must be legibly hand printed. Mechanical reproductions, postage-due Mail-In Entries, or Mail-In Entries sent in excess of the Entry limit set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid Entries.

Limit of one (1) Entry per Entry Period, regardless of method of entry for a maximum of nine (9) Inning Prize Entries and a maximum of six (6) Grand Prize entries throughout the Sweepstakes Period. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for (a) lost, late, incomplete, invalid, unintelligible, or misdirected Entries, all of which are void or (b) any defect, irregularity, malfunction or failure in the operation of the automated program or QR Code scanning technology. Potential winners may be required to show proof of being the authorized individual account holder of the account associated with a winning Entry. It is solely the responsibility of the entrant to notify Sponsor in writing if he/she changes his or her phone number, e-mail address, or other contact information during the Sweepstakes Period. Proof of submitting a completed online form or of mailing 3½" x 5" card does not constitute proof of delivery. 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 maximum number of Entries per Entry Period and overall, is prohibited and such persons will be disqualified, and all Entries deemed invalid.

3) ENTRY PERIODS: The Sweepstakes Period shall consist of nine (9) entry periods (each an “Entry Period”) as outlined below. There will be nine (9) Inning Prize Winners selected in a random drawing among all eligible Entries received during each Entry Period and one (1) Grand Prize Winner selected in a random drawing among all eligible Entries received during Inning Entry Periods 1, 2, 3, 4, 5, and 6 of the Sweepstakes Period in accordance with these Official Rules. There will be a total of ninety-one (91) Prize Winners selected at random (One (1) Grand Prize Winner and Ninety (90) Inning Prize Winners). Each Entry Period will begin at 12:00 AM EST and will end at 11:59:59 PM EST. All Entries must be: (i) submitted to Sponsor during the applicable Entry Period; or (ii) post marked with a date falling within the applicable Entry Period and received four (4) days thereafter (for Mail-In Entries), in order to be included for that Entry Period drawing. The date on which Sponsor receives the Entry (or the postmark/receipt dates in the case of Mail-In Entries) will determine which Entry Period drawing the Entries received apply to.

GRAND PRIZE ONLY: ONLY THOSE ENTRIES RECEIVED DURING ENTRY PERIODS 1, 2, 3, 4, 5, AND 6 (INCLUDING ANY WINNING ENTRIES DRAWN DURING ENTRY PERIODS 1, 2, 3, 4, 5, AND 6) WILL BE INCLUDED IN THE GRAND PRIZE DRAWING.

INNING PRIZES: ALL NON-WINNING ENTRIES RECEIVED BY AN ENTRANT DURING ONE (1) ENTRY PERIOD WILL NOT CARRY OVER TO SUBSEQUENT ENTRY PERIOD DRAWINGS.

ENTRY PERIOD	DATES	DRAWING DATE
1	12:00 AM ET on 9/1/24 to 11:59:59 PM ET on 9/7/24	9/12/24
2	12:00 AM ET on 9/8/24 to 11:59:59 PM ET on 9/14/24	9/22/24
3	12:00 AM ET on 9/15/24 to 11:59:59 PM ET on 9/21/24	9/26/24
4	12:00 AM ET on 9/22/24 to 11:59:59 PM ET on 9/28/24	10/3/24
5	12:00 AM ET on 9/29/24 to 11:59:59 PM ET on 10/5/24	10/10/24
6	12:00 AM ET on 10/6/24 to 11:59:59 PM ET on 10/12/24	10/17/24
7	12:00 AM ET on 10/13/24 to 11:59:59 PM ET on 10/19/24	10/24/24
8	12:00 AM ET on 10/20/24 to 11:59:59 PM ET on 10/26/24	10/31/24
9	12:00 AM ET on 10/27/24 to 11:59:59 PM ET on 11/2/24	11/7/24

4) RANDOM DRAWINGS: On or about the above Drawing Dates, winners will be selected in a random drawing from among all eligible Entries received during the respective Entry Period.

All drawings will be conducted by a third party designated by Sponsor, whose decisions shall be final and binding in all respects.

5) PRIZES: There will be ninety (90) Inning Prizes (each an “Inning Prize”) and one (1) Grand Prize (“Grand Prize”) which are outlined below:

A) Inning Prize: Ten (10) Inning Prizes will be awarded for each Entry Period for a total of Ninety (90) Inning Prizes being awarded. Each Inning Prize Winner will receive one (1) \$100.00 non-reloadable prepaid e-gift card issued by a leading American Multi-National Financial Services Corporation of Sponsor's choice Issuer of gift card will be determined by Sponsor in its sole discretion. Issuer's terms and conditions apply to use and redemption of gift card.

Approximate Retail Value ("ARV") of each Inning Prizes is \$100; total ARV of all Inning Prizes awarded is \$9,000.00.

B) Grand Prize: One (1) Grand Prize to be awarded. Roundtrip economy class domestic air transportation for Grand Prize Winner and three (3) guests between a major commercial airport nearest Grand Prize Winner's residence and a major commercial airport nearest the location of the 2024 MLB World Series game selected by Sponsor; up to two (2) nights hotel accommodations (two (2) standard double occupancy rooms) for Grand Prize Winner and three (3) guests in a hotel of Sponsor's choice; and four (4) tickets to a 2024 MLB World Series presented by Capital One baseball game of Sponsor's choice for the Grand Prize Winner and three (3) guests. **All luggage fees, meals, ground transportation, gratuities, excursion fees, beverages, (including 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.

Total ARV for Grand Prize is \$10,000.00.

ALCOHOL IS NOT INCLUDED AS A PART OF ANY PRIZE.

Odds of winning an Inning Prize depend on the number of Entries received during the applicable Entry Period. Odds of winning the Grand Prize depend on the number of entries received during Entry Periods 1, 2, 3, 4, 5, and 6. Any Prize details not specified below will be determined by Sponsor in its sole discretion.

Total ARV for ALL PRIZES in this Sweepstakes is \$19,000.00.

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

Grand Prize. If the Grand Prize, or any portion thereof, cannot be awarded for any reason, the Sponsor or MLB Entities (where applicable) reserves the right in its sole discretion to substitute the Grand Prize (or a portion thereof) in whole or in part with a prize of comparable or greater value. Actual value of Grand Prize may vary depending on Grand Prize Winner's point of travel origin, the location of the 2024 World Series 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 2024 World Series game will be determined by the Sponsor. If Grand Prize Winner is unable to travel on the dates designated by the Sponsor so as to attend the selected World Series game taking place in late October 2024/early November 2024, the Grand Prize may be forfeited and an alternate potential Grand Prize Winner may be selected, time permitting and in Sponsor's or MLB Entities' sole discretion, by random drawing from among all remaining non-winning eligible entries received for the Grand Prize drawing. 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 city where selected 2024 World Series game will be held, or if the Grand Prize Winner has decided to drive, the Grand Prize Winner may receive ground transportation to city where

selected 2024 World Series game 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. Should Grand Prize Winner accept the Grand Prize without all three (3) guests, the Grand Prize will be awarded in increments only for the Grand Prize Winner and the number of guests actually take the trip and, in such case, no alternate prize or compensation will be awarded. 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) as well as passport or other acceptable identification for entry into Canada (should the selected 2024 World Series game take place in Toronto, Ontario, Canada). 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 Grand Prize or any component thereof for any reason. Entry into this Sweepstakes constitutes entrant's agreement to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Grand Prize Winner and guests must sign and return an Affidavit of Eligibility/Liability/publicity (except where prohibited by law) within one (1) calendar day of receipt. Failure to comply within this time period may result in disqualification and selection of an alternate winner, time permitting. In the event that the signed Affidavits of the Grand Prize Winner or guests are not received within the time period stated above or if the Winner is found ineligible or does not comply with these Official Rules, the Grand Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to the alternate potential winner whose entry comply with the selection criteria, time permitting. If the confirmed Winner forfeits the Grand Prize for any reason after confirmation, no alternate winner will be selected and the Grand Prize will not be awarded.

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. 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. 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 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 guests must be twenty-one (21) years of age or older. 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, 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 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 guest(s) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game/event/exhibition. 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.

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 guest(s) from any activity at any time without compensation if the Grand Prize Winner's and/or a guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor, its prize providers, the MLB Entities 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) CONDITIONS OF PARTICIPATION:

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

Grand Prize: The potential Grand Prize Winner will be contacted on October 18, 2024 beginning at or after 12:00 PM (noon) EST. SPONSOR'S REPRESENTATIVE OR DESIGNEE MAY ATTEMPT TO CONTACT POTENTIAL GRAND PRIZE WINNER ONLY ONCE VIA ONLY ONE METHOD OF CONTACT PROVIDED IN ENTRANT'S ENTRY. IF SUCH CONTACT IS MADE BY TELEPHONE AND POTENTIAL GRAND PRIZE WINNER IS UNAVAILABLE, A MESSAGE WILL NOT BE LEFT. IT IS THE POTENTIAL GRAND PRIZE WINNER'S SOLE RESPONSIBILITY TO MAKE THEMSELVES AVAILABLE ON OCTOBER 18, 2024 BEGINNING AT 12:00 PM (NOON) EST. SPONSOR AND SPONSOR'S REPRESENTATIVE OR DESIGNEE DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH ANY ATTEMPTED EFFORT TO CONTACT POTENTIAL GRAND PRIZE WINNER. Potential Grand Prize Winner will be required to respond within **forty-eight (48) hours** of Notification to confirm acceptance of the Grand Prize. If potential Grand Prize Winner does not respond to the Notification within forty-eight (48) hours, Grand Prize may be forfeited and an alternate potential Grand Prize Winner may be selected from among all remaining non-winning eligible Entries received during Entry Periods 1, 2, 3, 4, 5, and 6 for the Grand Prize drawing, 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 "Grand Prize Paperwork"), and will be required to complete, sign, have notarized, and return the Grand Prize Paperwork via traceable mail/email within **one (1) calendar day**. Sponsor must receive potential Grand Prize Winner's and his or her guests' Grand Prize Paperwork for fulfillment of Grand Prize.

Inning Prizes: Each potential Inning Prize Winner will be required to respond within seventy-two (72) hours of Notification to confirm acceptance of the Innings Prize. If potential Inning Prize Winner does not respond to the Notification within seventy-two (72) hours, the Inning Prize may be forfeited and an alternate potential Inning Prize Winner may be selected from among all remaining non-winning eligible Entries received for during the applicable Entry Period. Upon Sponsor's receipt of the potential Inning Prize Winner's response, he or she will be sent via traceable mail/email a Declaration of Eligibility/Liability Release, and where lawful, a Publicity Release (the "Inning Prize Paperwork"), and will be required to complete, sign, have witnessed, and return the Innings Prize Paperwork via traceable mail/email within three (3) calendar days. Sponsor must receive potential Inning Prize Winner's Innings Prize Paperwork for fulfillment of Innings Prize.

Sweepstakes Parties are not responsible for any change of mailing address, email address, and/or telephone number of entrants. If a Notification, Grand Prize or Inning Prize is unclaimed, or returned as undeliverable; if any 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.

Taxes: Winner is solely responsible for any taxes on prize(s). Grand Prize Winner will be issued an IRS Form 1099 reporting the value of the Grand Prize and, if applicable, Innings 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. All potential Winners agree to fully cooperate with Sponsor/Sponsor representative as to its compliance with any governmental requirements (of the Internal Revenue Service or any other governmental unit) implicated by award of their Prize(s). It is recommended that Winner(s) retain an accountant/tax professional to advise him/her as to the tax consequences of the applicable Inning Prize and/or Grand Prize award.

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

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

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

- 8) **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by the 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; proper functioning of the QR Code scan technology; lost, late, delayed, or intercepted email transmission; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website (including mobile version of same); unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sweepstakes Parties are not responsible for any typographical errors in the announcement of any prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website (including mobile version of same), including but not limited to Sweepstakes advertising materials. Use of Website (including mobile version of same) as well as QR Code scan technology are solely at user's own risk. 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), QR Code scan technology, or the download of any information from the Website (including mobile version of same), or any other loss related to entrant's participation in the Sweepstakes or receipt of any prize. As a condition of entering, entrants and Winners agree to release the Sweepstakes Parties from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of prizes (if applicable). 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.

- 9) **WARRANTY AND INDEMNITY.** Each Entrant further represents and warrants that their Entry does not (1) infringe any third-party proprietary, intellectual property, privacy, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) include any personally identifiable information of any person other than entrant; or (3) otherwise violate any applicable law. To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified the Sweepstakes Parties at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Sweepstakes Parties may become liable by reason of or related or incidental to any act, default or omission by an Entrant under these Official Rules including without limitation, resulting from or in relation to any breach, non-observance, act or omission, whether negligent or otherwise, of these Official Rules by an Entrant.
- 10) **DISPUTES:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Kentucky. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law or conflict of law rules (whether of the Commonwealth of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Kentucky.
- 11) **ELIMINATION:** Any false information provided within the context of the Sweepstakes by any Entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate disqualification of the entrant from the Sweepstakes.
- 12) **WAIVER:** Entrants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants further waive any right to equitable relief or injunctive relief.

- 13) OTHER GENERAL CONDITIONS/CAUTION:** 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, 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 and/or disqualification, Sponsor will, at its sole discretion, choose to award the applicable prizes in a random drawing from among all eligible, non-suspect entries received prior to cancellation or disqualification. Notice of such action by Sponsor will be posted on Website. In the event that an entry is confirmed, by reasonable 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.)
- 14) SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions hereof will remain in full force and effect.
- 15) WINNERS' LIST:** The first name, last initial, city and state of all winners will be available by email request at info@evanwilliams.com after winners have been verified.
- 16) SPONSOR:** Heaven Hill Sales Co., 1064 Loretto Rd., Bardstown, KY 40004.

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