

American-Made Heroes Contest (“Contest”)

2018 OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND MEET THE ADDITIONAL ELIGIBILITY RESTRICTIONS BELOW. DO NOT ENTER IF YOU ARE NOT LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

- 1. ELIGIBILITY:** Nominees must be legal residents of the 50 United States, the District of Columbia, and/or all territories and possessions of the United States of America (including all United States military bases); 21 years of age or older; and United States active duty service members, military veterans (Army, Navy, Marines, Air Force, and Coast Guard), or reservists (“Nominee”). Nominators must be legal residents of the 50 United States or the District of Columbia and 21 years of age or older (“Nominator”). **A Nominator may submit an entry on his/her own behalf, if he/she is an eligible Nominee, or submit an entry to nominate another Nominee. Only Nominees will receive a prize.** The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Heaven Hill Brands (“Sponsor”), their respective parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, judging, administrative, and promotion agencies involved in the administration, development, fulfillment, and execution of this Contest (collectively, “Promotion Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or “step” of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest). Employees, agents and officers of alcohol beverage retailers and distributors and their family members are also not eligible to enter or win. Void where prohibited.
- 2. CONTEST ENTRY PERIOD:** Contest begins on May 1, 2018 at 12:00:00 p.m. Eastern Time (“ET”) and ends on July 10, 2018 at 11:59:59 a.m. ET (the “Contest Period”). The website server is the official clock for this Contest.
- 3. HOW TO NOMINATE:** A Nominator may nominate himself/herself, if he/she is an eligible Nominee, or Nominators may nominate another Nominee. To nominate, during the Contest Period, eligible Nominators may visit www.American-MadeHeroes.com (the “Website”) and complete the registration form, including entering an original essay that explains why the Nominee is a “Military Hero,” defined as someone who makes a difference in others’ lives (“Entry”). **Optional:** Entries may also describe a particular item (of \$200 value or less) the Nominee should receive and why. Entries may be no more than two hundred and fifty

(250) words. All Entries must be submitted in English. Nominators will also have the option to upload a photo with their Entry. The photo submitted must be a picture of the Nominator and/or the Nominee alone.

Limit one (1) Entry per person/email address. A Nominee may only be nominated once into the Contest. Should multiple users of the same email account enter the Contest and a dispute thereafter arises regarding the identity of the Nominator, the authorized account holder of said email account at the time of entry will be considered the Nominator. "Authorized account holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. Nominators may not enter with multiple email addresses nor may Nominators use any other device or artifice to enter multiple times or as multiple Nominators. Any Nominator who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to enter multiple times will be disqualified and may forfeit any prize won, in Sponsor's discretion.

Entries must be truthful and Sponsor reserves the right to verify information contained in the Entry. Entries must be the original work of the Nominator; must not infringe any third-party's rights; must be suitable for publication (i.e., may not be obscene or indecent); must not contain obscene or pornographic material; may not contain defamatory statements; may not invade privacy, publicity or other rights of any person, firm or entity; may not in any other way violate applicable laws and regulations; may not contain any reference to any third party trademarks, names (other than the name of the Nominator and Nominee) or third party logos; and may not contain any copyrighted works owned by third parties. All Entries will be reviewed for content eligibility and compliance with these Official Rules before being judged. Entries containing false information, prohibited material or inappropriate content, as determined by the Sponsor, in its sole discretion, may be disqualified. Sponsor makes the final determination as to what Entries are eligible to take part in this Contest. Having an Entry posted online does not mean the Entry has met the submission requirements, or has an enhanced chance for selection as a winner.

- 4. COMMERCIAL USE OF ENTRIES:** BY ENTERING THE CONTEST, EACH NOMINATOR/NOMINEE ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED TO SPONSOR AND ITS AFFILIATES (INCLUDING AGENTS AND ASSIGNS) WEBSITE AND/OR SOCIAL MEDIA OR OTHERWISE USED FOR ADVERTISING AND PROMOTIONAL PURPOSES IN SPONSOR'S SOLE DISCRETION. SUBMISSION OF AN ENTRY GRANTS SPONSOR AND ITS AGENTS THE UNCONDITIONAL, IRREVOCABLE, WORLDWIDE RIGHT TO PUBLISH, USE, ADAPT, EDIT AND/OR MODIFY ENTRY IN ANY WAY, INCLUDING EACH COMPONENT OF THE ENTRY, TOGETHER OR SEPARATELY, IN WHOLE OR IN PART, IN ANY AND ALL MEDIA, WITHOUT LIMITATION, AND WITHOUT COMPENSATION OR CONSIDERATION TO THE

NOMINATOR/NOMINEE, WHETHER OR NOT SUCH ENTRY IS SELECTED AS A WINNING ENTRY. BY SUBMITTING THE ORIGINAL ENTRY, THE NOMINATOR/NOMINEE EACH REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH ENTRY IN ANY WAY AND POST THE ORIGINAL OR MODIFIED ENTRY ON THE INTERNET OR USE THE ORIGINAL OR MODIFIED ENTRY IN ANY OTHER WAY AND AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY.

Information submitted in connection with this Contest is governed by Sponsor's Privacy Policy (available <http://american-madeheroes.com/privacy.php>).

5. SELECTION OF WINNERS: All eligible Entries will be judged by a panel of judges ("Judges") based on the following judging criteria:

- Nominee's accomplishments (20%)
- How the Nominee has made an impact on others' lives (20%)
- How well the Nominee represents the "Evan Williams Military Hero" (60%)

The top fifty (50) Entries with the highest total scores based on the above judging criteria will be deemed the potential winning Entries, subject to verification of the Nominator and/or Nominee's eligibility. In the event of a tie for selection of winning Entries, the tie breaker will be based on the highest score in the first judging criterion, continuing thereafter to each judging criterion in order, as needed to break the tie. All submitted Entries, Nominees, and Nominators in this Contest shall be governed by these Official Rules and the decisions of the Judges and Sponsor. Nominators and Nominees agree that the Sponsor and Judges have the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor and Judges are final and binding.

6. PRIZES:

FIFTY (50) GRAND PRIZES: The item described in the essay associated with the winning Entry will be awarded to the Nominee (up to a \$200 value), or a \$200 Visa® prepaid card will be awarded to the Nominee, in Sponsor's sole discretion.

The Visa prepaid card is subject to terms and conditions as set by the issuer. Visa and the Visa logo is a registered trademark of Visa U.S.A. Inc. Visa U.S.A. Inc. is not a Sponsor of or affiliated with this Contest.

7. PRIZE RESTRICTIONS: Prizes are non-transferable and no cash redemption or substitution permitted, except at the sole discretion of the Sponsor. Sponsor reserves the right in its sole discretion to substitute a prize with one of equal or greater value. Federal, state, and local taxes, if any, are the sole responsibility of

the winning Nominees. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winning Nominees.

- 8. PRIZE DELIVERY:** Prizes will be shipped to the address provided for the Nominee during registration within four (4) to six (6) weeks of the end of the Contest Period. If any potential winning Nominee or Nominator is found not to be eligible, or not in compliance with these Official Rules, if any prize is returned as undeliverable, or if any prize is rejected, the potential winning Nominee and Nominator will be disqualified, the prize will be forfeited, and may be awarded to an alternate winning Nominee.
- 9. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.** If the Contest 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 Contest, 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 Contest. In the event of cancellation, Sponsor will award the prizes in a random manner to be determined by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event that an Entry is confirmed to have been erroneously deleted, lost or destroyed, Nominator/Nominee's sole remedy shall be another Entry into the Contest. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Sponsor reserves the right to disqualify any individual who tampers with the entry process or the Contest Website, or acts in a disruptive manner.
- 10. LIMITATIONS OF LIABILITY AND RELEASE:** By acceptance of prize, each winning Nominee (and the associated Nominator) agrees to release Sponsor and Promotion Parties from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to person or property resulting in whole or in part, directly or indirectly, from participation in the Contest or from acceptance, possession, misuse, receipt, ownership or use of any prize; or any typographical or other error in the Official Rules or the offering and announcement of prizes. Promotion Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged or incomplete Entries or submissions, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures or malfunctions of any kind.

11. PUBLICITY: Except in Tennessee, and where prohibited by law, by accepting a prize, winning Nominees (and associated Nominators) grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Contest Website and Sponsor's website) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winning Nominee, your (and the associated Nominator's) information may also be included in a publicly-available winner's list. Entries may be featured in next year's American-Made national advertising campaign.

12. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Kentucky law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE NOMINATOR/NOMINEE'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL**

RULES.

BY PARTICIPATING IN THE CONTEST, EACH NOMINATOR/NOMINEE AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY NOMINATOR/NOMINEE BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH NOMINATOR/NOMINEE HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) NOMINATOR/NOMINEE'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND NOMINATOR/NOMINEE IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY NOMINATOR/NOMINEE.

13. GOVERNING LAW & JURISDICTION: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules thereof. By entering, you consent to the jurisdiction and venue of the federal, state, and local courts located in Nelson County, Kentucky for the resolution of all matters or proceedings which are not subject to arbitration as set forth in Section 12 of these Official Rules, and agree that any and all such disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

14. WINNERS LIST REQUEST: Please email info@American-MadeHeroes.com for winner information by August 31, 2018.

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