

“American-Made Heroes” Contest (the “Contest”) OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. NO CONSUMPTION OF ALCOHOL IS REQUIRED TO PARTICIPATE.

1. ELIGIBILITY: The Contest is open to permanent legal residents of the fifty (50) United States, District of Columbia, and all territories and possessions of the United States (excluding Puerto Rico, but including United States military installations) who are twenty-one (21) years of age or older and are active duty service members, veterans, or reservists of the Army, Navy, Marines, Air Force, or Coast Guard (each a “Nominee”). Nominees may be nominated by a permanent legal resident of the fifty (50) United States or District of Columbia, and all territories and possessions of the United States (including United States military installations) who are twenty-one (21) year of age or older at the time of Nomination (each a “Nominator”). **A Nominator may nominate him/herself as long as he/she is an eligible Nominee. Prizes will only be awarded to a Nominee.** Retailers of alcoholic beverages (including their families, employees, agents, and officers) are not eligible to enter or win this Contest. Employees, agents, contractors, directors, and officers of Heaven Hill Brands (“Sponsor”) and each of its respective parent, subsidiary, and affiliated companies, contractors, consultants, distributors, sales representatives, retailers and the website provider, webmasters, advertising, fulfillment, legal, administrative, and contest agencies involved in the administration, development, fulfillment, and execution of this Contest (collectively, “Contest Entities”), 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) are not eligible to participate in the Contest. Void outside of fifty (50) United States, District of Columbia, territories and possessions of the United States (excluding Puerto Rico) and wherever else restricted or prohibited by law.

2. CONTEST PERIOD: The Contest begins at 12:00 p.m. Eastern Standard Time (“EST”) on May 13, 2019 and ends at 11:59:59 a.m. EST on July 10, 2019 (“Contest Period”). For purposes of these Official Rules, all times are given in EST. The Contest Website (defined below) is the official time keeping device for this Contest.

3. HOW TO PARTICIPATE: Nominator must visit www.american-madeheroes.com (the “Website”) during the Contest Period and complete the entry form in its entirety, including an original essay that explains why the Nominee is a “Military Hero”, defined as a service person who makes a difference in other’s lives (the “Submission”). Essays must be 250 words or less. All Submissions must be received by 11:59:59 a.m. EST on July 10, 2019. There is a limit of one (1) Submission for each Nominee. **OPTIONAL:** *A Nominator may also submit a photo of the Nominee and provide a description of an item (\$200 or less) the Nominee should received and why.* A Nominator may submit more than one (1) Submission, but each Submission must be a different Nominee and each Submission must be for one Nominee only. In the event that a Nominee is nominated more than once by different Nominators, the first Submission relating to such Nominee, based on the date and time stamp of such Submission, will be considered the eligible Submission.

The Website can be accessed using a mobile digital device with internet access. Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply when submitting via mobile device. Contest may not be available via all mobile carriers. **Messaging and data rates apply to internet access via mobile devices**, and other mobile device charges may apply. Nominator must check mobile plan for rates/details.

SUBMISSION RESTRICTIONS: Proof of Submission is not proof of receipt of the Submission. All Submissions must be in English. Nominators must only submit photos of the Nominee. All photos must be 20 MB or less and must be submitted in one of the following formats: jpeg, tiff, png, or pdf. Should any Submission violate these restrictions, such Submission will be disqualified and will not be eligible to win. Any attempt by a Nominator to use multiple/different email addresses, identities, and/or any other methods to submit a Submission, will void all of that Nominator’s Submissions and that Nominator may not be permitted to enter any additional Submissions in the Contest. By entering, Nominator acknowledges that Sponsor has no obligation to use or post any Submission

submitted. Once submitted, Submission may not be modified, deleted, returned, or cancelled. Submissions become the property of Sponsor.

Contest Entities are not responsible for Submissions that are lost, late, damaged, altered, destroyed, forged, tampered with, mutilated, incomprehensible, misdirected, illegible, incomplete, stolen or otherwise not in compliance with these Official Rules. Nominators may not enter with multiple or false (i) addresses (including IP addresses), (ii) identities or devices, or (iii) robotic, automatic, macro, script, or programmed methods, nor may Nominators use any other artifice to enter more than the permitted number of times, and any Nominator suspected of using/benefitting from artifice, cheating, fraudulent methods, entering through a contest/sweepstakes club or organization, or using any other device or artifice to submit, or to subvert this Contest in any way will be disqualified.

By submitting a Submission, Nominator understands and agrees that the Submission may be subject to public viewing, streaming, downloading, and public comments, for commercial and non-commercial purposes, throughout Sponsor's social media, marketing and advertising properties without compensation. In the event of a dispute as to who submitted a Submission, the natural person associated with the email account used for the Submission will be considered the Nominator, but only if that person is otherwise eligible to enter the Contest. By participating, Nominators agree to abide by and be bound by these Official Rules and the Sponsor's decisions. Privacy Policy: Information submitted in connection with this Contest is governed by Sponsor's Privacy Policy (available at <https://american-madeheroes.com/privacy.php>).

Without limitation, Sponsor reserves the right in their sole discretion to disqualify any Nominator/Nominee whose social media account, in Sponsor's sole opinion, (i) refers to, depicts or in any way reflects negatively upon the Sponsor, the Contest, or any other person or entity, (ii) does not comply with these Official Rules, or (iii) potentially infringes or breaches any law, or for any other reason set forth herein.

ADDITIONAL CONDITIONS: Submission may not: (a) allude to underage consumption of alcoholic beverages; (b) allude to overconsumption of alcoholic beverages; (c) contain material that would imply that the consumption of alcoholic beverages is acceptable during any activity in which alcoholic beverages are not permitted; and (d) show individuals conducting themselves in an inappropriate manner. The Submission must be an original work created by the Nominator and cannot have previously won a contest or other promotion. Submission must not have been previously published, must not be awaiting publication, and may not be submitted for publication consideration during the Contest Period. If a Nominator submits a photo, Nominator's original photo cannot infringe on the intellectual property, privacy, or publicity rights or any other legal or moral rights of any third party. Submission must NOT include the brand name or the trademark of any other manufacturer or commercial entity.

Submissions not meeting the requirements as set forth in these Official Rules or that contain prohibited, inappropriate, or irrelevant content, as determined by Sponsor in its sole discretion, will not be eligible for judging and will be disqualified. Any Submission suspected by Sponsor of violating the proprietary rights of any third party (including but not limited to intellectual property rights and rights of privacy/publicity), or any local, state, or federal law(s) will be disqualified, at Sponsor's sole discretion.

By participating, Nominator agrees that his/her Submission may be shared on social media sites or other websites by the Sponsor.

By submitting a Submission, Nominator grants Sponsor and its affiliated companies a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, and fully paid-up license to all rights to publicly perform, display, broadcast, or transmit the Submission, in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the Submission to Sponsor's affiliates, its marketing agencies, and to third parties for these purposes. Without limiting the foregoing, each Nominator consents to have his/her Submission, including photos, made available for public viewing and/or comment on the Internet.

Submissions must be truthful in all respects. By submitting a Submission, Nominator warrants and represents that (i) Nominator is the sole and exclusive author and copyright owner of the written Submission, and has obtained a release from all persons identified or depicted in the Submission; (ii) Nominator has the full and exclusive right, power and authority to submit all content in the Submission, and to grant Sponsor the right to present the submission to the public, without further compensation in any way it deems necessary to promote the Contest; and (iii) no rights in the Submission have been previously granted to any other person, firm, corporation, or entity. Nominator further warrants and represents that he/she shall not submit any Submission (a) that is known by the Nominator to be false, inaccurate, or misleading; (b) that infringes on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); and (d) that is or may reasonably be considered defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation.

NON-QUALIFYING SUBMISSIONS: Submissions must not (a) contain generally obscene, indecent, lewd, crude, vulgar, profane, defamatory or inappropriate text, including acts of violence or acts that appear to cause harm; (b) contain other offensive content and/or any content (inclusive, but not limited to words or images) expressing explicit, graphic or excessive indecent content that is or could be considered inappropriate, unsuitable, or offensive to any individuals; (c) feature, advocate, suggest, condone, or treat in a humorous manner the excessive, underage or irresponsible consumption of alcohol products; (d) include threats to any person, place, business or group; (e) invade the privacy or rights of any person, firm or entity; (f) portray Sponsor or Sponsor's brands or products in any way that might tend to subject them to public contempt, scandal, disrepute, or ridicule; (g) contain or display third-party brands prominently and intentionally, or any materials that violate or infringe (or may infringe) any copyright (including, without limitation, music or artistic work), trademark, logo, or other mark that identifies a brand, entity or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light; and/or (h) otherwise violate these Official Rules, as determined by Sponsor in its sole discretion. Any such Submission shall be disqualified from the Contest. Sponsor reserves the right to disqualify a Submission with offensive content or material that it feels is inappropriate in any way. Late Submissions or Submissions sent via any other method than those stated above will not be accepted.

4. JUDGING/WINNING: On or about July 17, 2019, all eligible Submissions received during the Contest Period will be judged by a qualified panel of judges selected by the Sponsor based on the following 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 fifty (50) Submissions that receive the highest score will be deemed a prize winner. In the event of a tie, the Submission with the highest score in the "Nominee's accomplishments" criterion will be deemed the prize winner. If the Submissions involved in the tie have the same "Nominee's accomplishments" score, the Submission receiving the highest score in the "How the Nominee has made an impact on others' lives" criterion will be deemed the prize winner. If the Submissions involved in the tie have the same "Nominee's accomplishments" and "How the Nominee has made an impact on others' lives" scores, the Submission receiving the highest score in the "Military Hero" criterion will be deemed the prize winner. If the Submissions involved in the tie have the same score in all criterion, the Sponsor will re-judge each tied Submission based upon the above judging criteria and the Submission receiving the highest score will be the prize winner. Sponsor will perform as many "tie breakers" as needed in order to determine the prize winners, time permitting. Nominator/Nominee agrees that the judges and Sponsor have the sole right to decide all matters and disputes arising from this Contest and that all decisions are final and binding in all respects.

Should there be less than fifty (50) eligible Submissions, all eligible Submissions will be awarded the prize.

Sponsor is not responsible for any technical and/or quality issues of any Submission uploaded to a Website for judging.

5. PRIZE CLAIMS: The awarding of the prizes is subject to verification by the Sponsor whose decisions are made at their sole discretion. Sponsor's interpretation of these Official Rules are final and binding in all respects. A potential prize winner is not a prize winner of any prize until his/her eligibility and the potential prize winning Submission has been verified by Sponsor. In the event a potential prize winner is deemed ineligible, such prize winner will be disqualified (without compensation of any kind) and an alternate prize winner may be awarded at Sponsor's sole discretion.

All prizes will be awarded approximately four (4) to six (6) weeks from the date in which all prize winners are confirmed. Prizes will be shipped to the Nominee's address supplied by the Nominator at the time of Submission. In the event a prize is returned as "undeliverable" and the accurate address of such prize winner cannot be obtained, such prize winner will be disqualified (without compensation of any kind) and an alternate prize winner may be awarded at Sponsor's sole discretion.

Each prize winner consents to the use of prize winner's name, address (city & state), biographical information, voice, and/or likeness for purposes of advertising, promotion, and publicity, without further compensation, unless prohibited by law.

6. PRIZES: Fifty (50) Nominees will be awarded the item described in the Submission (\$200 or less). If an item to be received by the Nominee was not provided by the Nominator at the time of entry or the item described exceeds \$200 in value, than a \$200 Visa gift card will be awarded. Each prize has an approximate retail value ("ARV") of \$200. In the event the gift card is awarded, the gift card is subject to the terms and conditions of the issuer. Alcohol will not be awarded as a prize or part of the prize.

Total ARV of all fifty (50) prizes is \$10,000.

Names of prize manufacturers are used solely for the purpose of identification of the prize. No endorsement, authorization, sponsorship, or approval by Visa U.S.A. Inc. for this Contest is intended or implied.

PRIZE RESTRICTIONS: Limit of one (1) prize per Nominee throughout the entire Contest Period. No transfer, substitution, or cash redemption of prize is permitted, except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if a prize becomes unavailable due to reasons beyond the control of the Sponsor. All federal, state, local, or other tax liabilities (including income taxes) for the prize along with any expenses arising from the acceptance of the prize are the sole responsibility of the prize winner. No more than the number of prizes set forth in these Official Rules will be awarded. Except as otherwise set forth herein, all prizes will be awarded.

7. GENERAL CONDITIONS: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A NOMINATOR OR NOMINEE, TO DELIBERATELY DAMAGE, DESTROY, TAMPER, OR VANDALIZE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ANY AND ALL REMEDIES AGAINST 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, suspend, or terminate the Contest. Further, Sponsor reserves the right to cancel, modify, suspend, or terminate the Contest, at its sole discretion, for any reason including a Force Majeure such as earthquake, flood, fire, storm or other natural

disaster, act of God, labor controversy or threat thereof, civil disturbance, terrorism, disruption of the public markets, or war or armed conflict. In the event of cancellation, Sponsor may award the prizes by judging all non-suspect Submissions received prior to cancellation at Sponsor's sole discretion. In the event that a Submission is confirmed to have been erroneously deleted, lost, or destroyed, Nominator's sole remedy shall be another Submission into the Contest.

8. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by the Contest Entities resulting from Nominator's participation in, attempt to participate in, or download of any information in connection with participating in the Contest. No responsibility or liability is assumed by the Contest Entities 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 Contest: 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 transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; unauthorized human or non-human intervention in the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Contest. Contest Entities are not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Web Site. Use of Web Site is at user's own risk. Contest Entities are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to a Nominator's computer equipment resulting from participation in the Contest, use of the Web Site, or the download of any information from the Website, or any other loss related to Nominator's participation in the Contest or receipt of a prize. As a condition of entering, Nominators agree to release the Contest Entities from any and all liability, loss, or damage incurred with respect to Nominator's participation in the Contest and the awarding, receipt, possession, and/or use or misuse of a prize. Contest Entities make no warranty, guaranty, or representation of any kind concerning the prize (or any portion thereof), and disclaim any and all implied or statutory warranties.

9. PUBLICITY RELEASE: Except where prohibited by law, by accepting a prize, Nominator and Nominee grant permission for Sponsor to use his or her name, address (city, state only), photograph, biographical information, Submission content, voice and/or likeness, without limitation, for advertising and/or publicity purposes, in any and all media (including posting on Web Site or social media) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional consideration. Prize winner first name, last initial, city and state will be published in a Winner's List and available at the Website.

10. GOVERNING LAW & JURISDICTION: This Contest is subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Nominator and Nominee's 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 Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law rules thereof. By entering, Nominator and Nominee consents 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 and agree that any and all such disputes shall be resolved exclusively in those courts. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages. 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.

11. WINNER LIST: Nominee's first name, last initial, city and state may be requested via e-mail at info@evanwilliams.com. E-mail request must be received by August 17, 2019.

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

This Contest shall not be published without permission of the Sponsor. Void wherever prohibited or restricted by law.