

“2020 Elijah Craig Old Fashioned Week” Sweepstakes
2020 OFFICIAL RULES

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

- 1) **ELIGIBILITY:** The “2020 Elijah Craig Old Fashioned Week” Sweepstakes (“Promotion”) is open only to permanent legal residents of the United States residing in the forty-eight (48) contiguous United States or District of Columbia who are (a) 21 years of age or older at the time of entry; and (b) registered users of www.instagram.com (as applicable) with an active, public (if applicable) account from the time of entry until the end of the Promotion Period (defined below). Employees, directors, agents and officers of Sponsor (as defined in Section 17 of these Official Rules), participating vendors (if any), alcohol beverage retailers, alcohol beverage distributors, their respective parent companies, affiliates, and subsidiaries, and their respective participating advertising, promotions, and public relations agencies as well as members of their immediate families and/or those living in the same household as such individuals are not eligible to enter. The Promotion is (a) governed by these Official Rules, (b) void outside of the forty-eight (48) contiguous United States, District of Columbia and where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations. By entering, you agree that you have read and consent to be bound by these Official Rules, and Sponsor’s privacy policy, available [here](#). Eligibility is conditioned on the acceptance of these Official Rules and Sponsor’s privacy policy at time of entry.

- 2) **PROMOTION PERIOD:** The Promotion begins at 12:00 a.m. Eastern Standard Time (“EST”) on September 1, 2020 and ends at 11:59:59 p.m. EST on November 15, 2020 (“Promotion Period”) and is designed to give eligible entrants the opportunity to win Prizes in accordance with these Official Rules. The Promotion is subject to entry period dates and times as outlined in the “ENTRY PERIODS” section below. For purposes of these Official Rules, all times are given in EST. The Sweepstakes Website (defined below) and the Instagram site are the official time keeping devices for this Promotion if entering online.

- 3) **ENTRY PERIODS:** For the purposes of this Promotion, there will be one (1) drawing associated with each Entry Period. All entries must be submitted during a time period below in order to be included for the applicable Entry Period’s drawing.

<u>Entry Period</u>	<u>Dates</u>	<u>Postmark Date</u>	<u>Receive by Date</u>	<u>Drawing Date</u>
1	12:00am ET on 9/1/2020 to 11:59pm ET on 9/27/2020	9/28/2020	10/5/2020	10/7/2020
2	12:00am ET on 9/28/2020 to 11:59pm ET on 10/4/2020	10/5/2020	10/13/2020	10/14/2020
3	12:00am ET on 10/5/2020 to 11:59pm ET on 10/11/2020	10/13/2020	10/20/2020	10/21/2020
4	12:00am ET on 10/12/2020 to 11:59pm ET on 10/18/2020	10/19/2020	10/26/2020	10/28/2020
5	12:00am ET on 10/19/2020 to 11:59pm ET on 10/25/2020	10/26/2020	11/2/2020	11/4/2020
6	12:00am ET on 10/26/2020 to 11:59pm ET on 11/1/2020	11/2/2020	11/9/2020	11/11/2020
7	12:00am ET on 11/2/2020 to 11:59pm ET on 11/8/2020	11/9/2020	11/16/2020	11/18/2020
8	12:00am ET on 11/9/2020 to 11:59pm ET on 11/16/2020	11/16/2020	11/23/2020	11/25/2020

ALL NON-WINNING ELIGIBLE ENTRIES FROM THE PREVIOUS ENTRY PERIOD(S) WILL NOT CARRY OVER TO SUBSEQUENT ENTRY PERIOD DRAWINGS.

- 2) **HOW TO ENTER:** There are four (4) ways to enter:

- a) Become a follower of @elijahcraig (<https://www.instagram.com/elijahcraig/>) on Instagram, if you are not already; then tag @elijahcraig and post a photo or video of a virtual cheers and include the hashtags #OldFashionedWeek and #Sweepstakes to receive one (1) entry into the applicable Entry Period (each a "Submission").
- b) Visit www.oldfashionedweek.com (the "Website") and follow the on-screen instructions to complete and submit the online entry form to receive one (1) entry into the applicable Entry Period (each a "Submission"). Entrant must provide name, email address, zip, and date of birth to receive one (1) entry into the applicable Entry Period.
- c) Entrant may text CHEERS to short code 27126. Entrant will receive a response message asking if he/she is twenty-one (21) or older. If the entrant is twenty-one (21) or older, he/she will receive a link to the Website. Then Entrant will need to follow the instructions in Section b above to receive one (1) entry into the applicable Entry Period.
- d) On a plain 3" x 5" card, legibly handprint or type your first name, last name, complete address, city, state, zip code, date of birth, home phone number (including area code) and email address and mail your completed 3" x 5" card to: "Elijah Craig Old Fashioned Week" Sweepstakes, P.O. Box 6624, Louisville, KY 40207 (the "Submission"). Each envelope shall equal one (1) entry. **Limit of one (1) entry by mail per person during the applicable Entry Period.** Entries must be postmarked and received by the dates outlined in the Entry Period chart above to be eligible for the applicable Entry Period. Multiple entries submitted by a single Entrant or in the same envelope are void. Entries submitted or completed by anyone other than the Entrant are void. No photocopied or mechanical reproductions will be accepted. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail. Mail-In entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Limit one (1) Submission(s) per person/account during each Entry Period, regardless of method of entry.

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, all of which are void. Each potential winner may be required to show proof of being the authorized individual account holder of the account associated with the winning Submission. It is solely the responsibility of the entrant to notify Sponsor in writing if he/she changes his or her phone number or other contact information during the Promotion Period. Proof of submitting a Submission does not constitute proof of delivery or entry. All Submissions become the property of Sponsor and will not be returned to entrant. Use of multiple phone numbers, social media accounts, email addresses and/or mailing addresses, and/or the manipulation of such information, for the purpose of obtaining more than the stated number of entries, is prohibited and such persons will be disqualified, and all entries deemed invalid and any prize won shall be forfeited. **Message and data rates may apply for Submissions submitted via mobile devices.**

- 3) **SUBMISSION REQUIREMENTS:** Each Submission submitted via Instagram must include a photo, video or caption with a virtual cheers, tag @elijahcraig with the appropriate hashtags, each Submission submitted Online must have completed the online entry form and each Submission submitted via Mail must include a completed 3" x 5" card using the parameters. Each Submission must also comply with the following:
 - a) Each Submission must meet the technical and content requirements Instagram (available at www.instagram.com), as applicable.

- b) Submissions that feature, mention, refer or otherwise allude to the name, logo or trademark of any entity, third party individual, product or brand other than Elijah Craig may not be submitted, and may be disqualified at any time in Sponsor's sole and unfettered discretion.
- c) Any Submission that fails to meet the Sponsor's specifications may be disqualified at any time in Sponsor's sole and unfettered discretion.
- d) The Submission must be your own original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- e) The Submission may not have been previously published or distributed in any media and may not have been entered in or won any previous sweepstakes, contest(s), or other promotion(s).
- f) Submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, non-family-friendly, and/or Submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be disqualified at any time in Sponsor's sole and unfettered discretion.
- g) Submissions that contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way may not be submitted and may be disqualified at any time in Sponsor's sole and unfettered discretion.
- h) Submissions must not contain any images or personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your Submission, you acknowledge and agree that such information will be disclosed publicly, and you are solely responsible for any consequences thereof.
- i) You may not be, nor may you work with parties in conjunction with your Submissions who are: 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display your Submission in any media form; or 2) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Submission worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

Sponsor reserves the right in its sole and unfettered discretion to disqualify any Submission that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decisions of the Sponsor on this and all matters pertaining to the Promotion shall be final and binding.

- 4) **INTELLECTUAL PROPERTY:** The intellectual rights to the Submission, if any, will remain with the entrant, except that these Official Rules do not supersede any other assignment or grant of rights according to any other separate agreements between entrants and other parties. As a condition of entry, entrant agrees that Sponsor shall have the right to use, copy, modify and make available the Submission in connection with the operation, conduct, administration, and advertising and promotion of the Promotion and of Sponsor via communication to the public, including, but not limited to the right to make screenshots, animations, and video clips available to the public for promotional and publicity purposes. Furthermore, by participating in the Promotion and/or accepting the prize, each entrant grants (and agrees to confirm that grant in writing) to Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered without notice, review or approval and without additional compensation, except where otherwise prohibited by law

- 5) **RANDOM DRAWING(S)/NOTIFICATION:** Within three (3) days after the end of each Entry Period, potential winner(s) will be selected in a random drawing from among all eligible Submissions received during the Entry Period. Drawing(s) will be conducted by Sponsor's representative or designee, whose decisions shall be final and binding in all respects. Potential winner(s) will be contacted by Instagram direct message and/or via email and will be asked to provide the necessary information (such as first and last name, email address, mailing address, and/or phone number) to Sponsor. Potential winner will be required to respond to the Notification within three (3) days responding to the Notification with the required information in order to claim his/her Prize.
- 6) **PRIZE(S):** There will be sixty-three (63) winners for Entry Periods 1 through 4 and sixty-four (64) winners for Entry Periods 5 through 8., each consisting of i) a Hawthorn Strainer, ii) mixing glass, iii) mixing spoon, and iv) Elijah Craig hat (the "Prize"). Alcohol beverage is NOT included as part of the Prize. Approximate retail value ("ARV") of each Prize: \$49.00. Total ARV of all Prizes to be awarded per Entry Period: \$3,136.00. Odds of winning a Prize depend on the number of eligible Submissions received during the Entry Period. Any Prize details not specified above will be determined by Sponsor in its sole discretion.
- 7) **CONDITIONS OF PARTICIPATION:** Prize is not transferable. Taxes on Prize are sole responsibility of winner. No Prize substitutions or cash redemptions allowed, except by Sponsor, who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable. Sponsor shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. Entry into this Promotion 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 Promotion. Potential winner may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within seventy-two (72) 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 any prize notification message is returned as undeliverable or if no response to the prize notification message is received within the time period stated or if the potential winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to an alternate winner selected at random from among remaining non-winning eligible Submissions. If the confirmed winner forfeits the Prize for any reason after confirmation, no alternate winner will be selected. In no event will more than sixty-three (63) or sixty-four (64) Prize(s) be awarded per Entry Period during the Promotion Period. If, for any reason, more than one (1) prize notification is sent (or more than one (1) claim is received) per Prize, Sponsor reserves the right to award the Prize through a random drawing from among all eligible prize claims received. As a condition of entry, entrants agree that (1) the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram; and (2) any questions, comments or complaints regarding the Promotion will be directed to Sponsor, not to Instagram. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Each potential winner may be subject to a background check before the Prize is awarded. Sponsor reserves the right to disqualify a potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor. By accepting Prize, each entrant 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.
- 8) **RELEASE:** By participating in the Promotion, entrants and winners agree to release Sponsor, participating vendors (if any), Instagram and each of their respective parent companies, subsidiaries, affiliates, related companies and advertising, promotion and public relations agencies, and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Promotion or with respect to awarding, receipt, possession, use and/or misuse of any Prize. The Released Parties not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or in the announcement of the prize.

An entrant may be prohibited from participating in this Promotion if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Promotion by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Released Parties, or associated agencies or entities.

- 9) **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any 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.
- 10) **WARRANTY AND INDEMNITY:** Each entrant represents and warrants that their Submission is original, that they are the sole and exclusive owner and rights holder of the submitted Submission, and that they have the right to submit the Submission in the Promotion. Each entrant further represents and warrants that their Submission does not (1) infringe any third party proprietary, intellectual property, industrial property, 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 Released Parties at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Released 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.
- 11) **ELIMINATION:** Any false information provided within the context of the Promotion by any entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate elimination of the entrant from the Promotion. Sponsor further reserves the right to disqualify any Submission that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.
- 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.
- 13) **LIMIT OF LIABILITY:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry or Submission information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process or the operation of the Promotion or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

- 14) **CAUTION:** Any attempt by an entrant to deliberately damage any associated website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law.
- 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) **WINNERS' LIST:** For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by February 16, 2020 to Heaven Hill Sales Co., P.O. Box 563, Bardstown, KY 40004, Attention "Elijah Craig Old Fashioned Week" Sweepstakes Winner's List Request.
- 17) **SPONSOR:** Heaven Hill Sales Co., 1064 Loretto Rd., Bardstown, KY 40004.