

LARCENY® BOURBON AND SPIN PRESENT: LARCENY® LIVE SWEEPSTAKES PROMOTION
2023 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. MESSAGE AND DATA RATES MAY APPLY IF ENTERING VIA MOBILE DEVICE.

- 1) **ELIGIBILITY:** The LARCENY® BOURBON AND SPIN PRESENT: LARCENY® LIVE Sweepstakes (“Promotion”) is open only to legal residents of the 50 United States and DC, excluding, AK, HI, NC, and RI who are 21 years of age or older at the time of entry. Employees, directors, agents and officers of Heaven Hill Sales Co. (“Sponsor”) and/or “Promotion Entities” (defined below), as well as members of their immediate families and/or those living in the same household as such individuals are not eligible to enter. As used in these Official Rules, the term “Promotion Entities” means Sponsor, Spin Digital Media, LLC (“SPIN”), 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, jointly and severally. The Promotion is (a) governed by these Official Rules, and (b) void where prohibited by law. 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) **HOW TO ENTER:** The Promotion begins on 03/01/23 at 12:01 am Eastern Time (“ET”) and ends 04/30/23 at 11:59 pm ET (“Promotion Period”), and is designed to give eligible entrants the opportunity to win the Prize (as defined below) in accordance with these Official Rules. There are three (3) ways to enter:
 - a) **QR Code:** Using your smart phone or other web-enabled device with a data plan, an entrant must scan the Sweepstakes quick response code (“QR Code”) featured on signs or promotional materials in participating stores with the QR reader application already installed on your device. Once the QR Code is scanned, the entrant will be directed to <https://www.LarcenyBourbon.com/Live>. The entrant must follow the online instruction to complete submission of his/her entry with an e-mail address, full name, postal code for state of residence, gender, and date of birth. Upon receipt of all information including valid state and date of birth, an entrant will automatically receive one (1) entry into the Sweepstakes (“QR Code Entry”). Only QR Code Entries that were scanned combined with completion of the online form will be accepted as a valid entry. A complete QR Code Entry must be received by Sponsor or its authorized designee within the Promotion Period. **NOTE:** Proof of scanning QR Codes does not constitute proof of completion or submission of an entry.

IMPORTANT: By scanning the QR Code, you are consenting to receive one or more communication(s) per entry from Sponsor regarding the Promotion. 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. Entrants must have a smart phone or other web-enabled device with a data plan to enter by scanning the QR Code. Entrants entering this Promotion via QR Code may incur a standard data charges from their wireless service provider. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate.

- b) **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, and date of birth (MM/DD/YYYY) on a 3½” x 5” card (“Mail-In Entry”) and mail it with sufficient postage to LARCENY BOURBON AND SPIN PRESENT: LARCENY LIVE Sweepstakes, P.O. Box 563, Bardstown, KY 40004 to be postmarked within the Promotion Period and received within 7 days after the end of the Promotion Period. Each Mail-In Entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. Mail-In Entries must be legibly hand written. Mechanical reproductions, postage-due Mail-In Entries, or Mail-In Entries sent in excess of the

entry limit set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

- c) **Online:** Visit <https://www.LarcenyBourbon.com/Live> ("Promotion Website") during the Promotion Period and follow the on-screen instructions to complete and submit your entry. Upon following the on-screen instructions, entrant will be asked to complete the entry form in its entirety to be submitted with the entry. The completed entry form shall comprise the entrant's online entry submission (the "Online Entry").

Limit one (1) entry per person/account may be submitted during the Promotion Period, regardless of method of entry. Entries in excess of this limit will be void if discovered by Sponsor.

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, postage-due, 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 entry. It is solely the responsibility of the entrant to notify Sponsor in writing if he/she changes his or her mobile phone number or contact information during the Promotion Period. Proof of submitting an entry does not constitute proof of delivery or entry. All received 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 stated number of entries, is prohibited and such persons will be disqualified if discovered by Sponsor, and all entries deemed invalid, and any prize won shall be forfeited. Sponsor's computer is the official Promotion clock. 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.

- 3) **RANDOM DRAWING:** Within fourteen (14) days after the end of the Promotion Period, one (1) potential winner ("Winner") will be selected in a random drawing from among all eligible entries received during the Promotion Period. The drawing will be conducted by Sponsor's representative or designee, whose decisions shall be final and binding in all respects. Sponsor will attempt to contact potential Winner by mail, phone or email, at Sponsor's sole discretion, and will be asked to confirm or provide the necessary information (such as first and last name, email address, mailing address, and/or phone number) to Sponsor. Odds of winning the Prize depend on the number of eligible entries received by Sponsor during the Promotion Period.
- 4) **PRIZE:** There will be one (1) prize ("Prize") awarded in connection with the Promotion, consisting of the following: (a) Two (2) Music Badges for SXSW 24 will be purchased by Sponsor on behalf of Winner -- one (1) in the name of Winner and one (1) in the name of a guest ("Guest") designated by winner; (b) a Three Thousand Four Hundred Dollar (\$3,400) non-reloadable, prepaid gift card ("Gift Card"), as issued by a leading American multi-national financial services corporation, suggested by Sponsor to be redeemed by Winner for the purchase of airfare for traveling to and from Austin, lodging, meal service, and other incidental costs or expenses associated with such travel. Total approximate retail value ("ARV") of the Prize: Four Thousand Seven Hundred Dollars (\$4,700.00). **All other luggage fees, meals, ground transportation, air transportation, lodging (to the extent not covered by Winner's use of the Gift Card), gratuities, excursion fees, beverages (including alcoholic beverages), and any other incidental costs or other expenses associated with the Prize and not specifically set forth herein, or otherwise redeemed through the use of the Gift Card, are not included and shall be the sole and exclusive responsibility of the Winner and/or Guest.** Any Prize details not specified above will be determined by Sponsor in its sole and absolute discretion.
- 5) **CONDITIONS OF PARTICIPATION:** Prize is not transferable and not eligible for resale. Winner may be required to present a major credit card at hotel check in for incidentals. Taxes on Prize are sole responsibility of winner. Prize Winner must be available to travel during the dates of SXSW 2024 Music Festival in Austin, Texas. 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 and Promotion Entities shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. Winner acknowledges that upon acceptance of the Prize, Winner agrees that the Music Badges awarded as a component of the Prize are subject, respectively, to the terms, conditions, and policies of SXSW applicable to Music Badge holders, including, but not limited to those relating to intoxication, behavior, health and safety, and Sponsor and Promotion Entities shall respectively have no liability or obligation to award an alternate component if such terms, conditions, and policies are not met by the Winner, or for any other reason. Winner acknowledges that upon acceptance of the Prize, Winner agrees any gift cards awarded as the Prize may be subject to the terms, conditions, and policies of the card issuing entity, and Sponsor and Promotion Entities shall respectively have no liability or obligation to award an alternate component if such terms, conditions, and policies are not met. Prize Winner and Guest must be twenty-one (21) years of age or older and must abide by all SXSW policies, and all applicable laws, rules and regulations. Sponsor and Sponsor's designees, as applicable, reserve the right to revoke full or partial Prize from any Prize Winner or Guest who they believe, in their sole and reasonable discretion, may pose a safety risk, and/or has violated any applicable law rule or regulation, and/or may bring Sponsor and/or Promotion Entities into disrepute. Sponsor and Promotion Entities are not responsible for any damage, loss, theft, or mutilation of Music Badges purchased for Winner and Guest, or for any occurrences beyond their respective control. Sponsor and Promotion Entities have no responsibility for Prize Winner's inability or failure to accept or use any part of the Prize as described herein. Unused components of the Prize package shall have no redeemable cash value. By accepting the Prize, Winner and Guest agree to abide by all terms of use set by SXSW regarding Music Badges and abide by all health and safety measures in effect in Austin, Texas during the period of Winner's trip to Austin, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the SXSW 24 Music Festival be cancelled or not held for any reason, Winner will be notified as soon as reasonably possible, and no alternate will be awarded for that portion of Prize. Sale of Music Badges passes is prohibited.

Potential Prize winner may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within seventy-two (72) hours following the date of Sponsor's first attempted Prize winner notification. Guest may be required to sign and return a Liability & Publicity Release prior to accompanying Winner on Prize trip. (TN residents need not sign publicity release.) Failure to comply within this time period may result in disqualification and selection of an alternate winner, at Sponsor's sole and absolute discretion. 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 eligible entries. If the confirmed Winner forfeits the Prize for any reason after confirmation, no alternate Winner will be selected. Properly claimed Prize will be awarded, but in no event will more than one (1) Prize be awarded. 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. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. 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, the Winner, both for itself and on behalf of Guest, agrees to allow Sponsor the right to use his/her (and Guest's, as applicable) 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.

Winner acknowledges that in the event of delays or cancellation of the 2024 SXSW Music Festival, 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 that would result in Sponsor's inability to award the Prize, 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 Winner, (ii) award a cash payment of the Prize ARV to Winner, or (iii) not award the Prize or any alternative prize or payment to 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), Winner acknowledges and agrees that Sponsor and Promotion Entities shall have no liability to Winner under any legal theory. Notice of such action by Sponsor will be posted on the Promotion Website.

- 6) **RELEASE:** By participating in the Promotion, entrants and winners agree to release Sponsor, Promotion Entities, 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, attorneys 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 are 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.
- 7) **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.
- 8) **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.
- 9) **WAIVER:** Except where prohibited, 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.
- 10) **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 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.

- 11) **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.
- 12) **WINNER NAME:** For the winner's name, send a self-addressed, stamped envelope postmarked by 07/29/23 to Heaven Hill Sales Co., P.O. Box 563, Bardstown, KY 40004, Attention LARCENY® BOURBON AND SPIN PRESENT: LARCENY LIVE Winner's Name Request.
- 13) **SPONSOR:** Heaven Hill Sales Co., 1064 Loretto Rd., Bardstown, KY 40004.

The Sweepstakes is in no way sponsored, administered, offered, endorsed, produced, executed or run by or on behalf of SPIN Digital Media, LLC or SXSW, LLC.. All inquiries regarding this Promotion should be directed to Sponsor.