

## **“2019 Unlock the Rickhouse Instant Win and Sweepstakes” (the “Promotion”)**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

**1. PROMOTION PERIOD:** Promotion begins on September 4, 2019 at 12:00:00 p.m. (noon) Eastern Time (“ET”) and ends on December 31, 2019, at 11:59:59 a.m. ET (the “Promotion Period”). There are two phases: 1. The Instant Win Game and 2. The Random Drawing Sweepstakes (collectively the “Promotion”). The Web Site / App (defined below) server is the official clock for this Promotion.

**2. ELIGIBILITY:** The Promotion is open to legal permanent residents of the fifty (50) United States and the District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, agents and officers of alcohol beverage retailers, wholesalers, suppliers, importers and distributors (including their families and employees) are not eligible to enter or win prize(s) in this Promotion. Employees, agents, contractors, directors, and officers of Heaven Hill Brands (“Sponsor”) and its parent, subsidiary, and affiliated companies, contractors, consultants, sales representatives, and the website provider, webmasters, App developer, advertising, fulfillment, legal, administrative, and promotion agencies involved in the administration, development, fulfillment, and execution of this Promotion (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 Promotion) are not eligible to participate in the Promotion. Void outside of the fifty (50) United States, District of Columbia and wherever else restricted or prohibited by law.

**3. TO ENTER:** Persons may participate in the Promotion one of two ways during the Promotion Period either via the App or Online.

**A. Via the App:** Go to Google Play or Apple Store to download the free Larceny Bourbon App (“App”) on any compatible mobile device. Then, follow these steps:

i. Open the App to begin an augmented reality experience (“AR”) experience featuring an interactive game featuring a total of (7) rickhouses/warehouses.

ii. Click the image of each rickhouse. In doing so, you will receive either (a) a “Congratulations” message indicating that you are the winner of an Instant Win Game Prize, subject to verification OR (b) a “Sorry” message that you are not a winner of an Instant Win Game Prize.

iii. Complete the form with all required information (including your name, residential address, e-mail address and date of birth) as prompted. If you are a potential Instant Win Game Prize winner, your submission of the completed form is your prize claim. [To be considered for prize award, prize claim must be submitted on same day (12:00:00 p.m. noon ET – 11:59:59 a.m. ET) as potentially Instant Win Game play.] If you are NOT a potential Instant Win Game Prize winner, your submission of the completed form constitutes your entry in the Random Drawing Sweepstakes for the Grand Prize. Instant Win Prize Winners will not receive an entry into the Random Drawing.

**B. Online:** Visit [www.unlocktherickhouse.com](http://www.unlocktherickhouse.com) (the “Website”). Follow steps ii and iii above.

**A given person may play the Instant Win Game on the App AND/OR on the Website once per day (12:00:00 p.m. noon ET – 11:59:59 a.m. ET).** However, a given person may win two (2) Instant Win Game prizes per day. There is a maximum of 238 entries per person for The Random Drawing Sweepstakes. Persons may still enjoy the AR Experience or Website (as well as entering the Random Drawing Sweepstakes) after they have been selected as a potential Instant Win Game prize winner for a given week.

If you wish to play the Instant Win Game again another day, simply provide your name and e-mail address as prompted. (Returning players are not required to complete the official entry form again.)

Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply if participating via a mobile device. For those persons participating with a mobile device: **Messaging & data rates apply to internet access via mobile devices.** Other charges may apply; check your mobile plan for rates/details. Internet access may not be available in all areas.

Automated means of participation are prohibited and any use of automated devices will disqualify the participant. Use of email addresses from disposable or temporary email address services, or email forwarding services, is prohibited and any attempt to enter using such an email address will be blocked. An email address and Internet access are required to participate in the Promotion. Persons may not participate with multiple email addresses nor may persons use any other device or artifice to participate more than once per day on the App and/or on the Website. Sponsor will not verify receipt of Random Drawing Sweepstakes entries. All entries/Instant Win Game plays/Instant Win Game prize claims submitted become the sole property of Sponsor and will not be returned. Sponsor and its agencies are not responsible for lost, late, misdirected, illegible/garbled, jumbled, inaccessible, corrupted, interrupted, improperly recorded/unrecorded, damaged, compromised or incomplete Instant Win game plays, Instant Win Game prize claims or Random Drawing Sweepstakes entries, all of which are void.

. Proof of submission of official entry form, Instant Win Game play or Instant Win Game prize claims is not proof of receipt by Sponsor. In the event of a dispute as to who submitted an official entry form or Instant Win Game prize claim (and played the Instant Win Game in conjunction therewith), the natural person associated with the email account used for entry will be considered the participant , but only if that person is otherwise eligible to participate in the Promotion. By participating, Entrants agree to abide by and be bound by these Official Rules and the Sponsor’s and the independent judging agency’s decisions, which are final and binding in all respects. Privacy Policy: Information submitted in connection with this Promotion is governed by Sponsor’s Privacy Policy (available at <http://www.heavenhill.com/privacy-policy>).

**4. INSTANT WIN GAME PRIZES/ODDS:** Eight hundred (800) winning times will be randomly time-seeded by the official Promotion computer system of the Instant Win Game (each a “Winning Time”). The official Promotion computer system will randomly assign an Instant Win Game prize (which will also be randomly pre-selected) to each of the Winning Times. The first participant who clicks on a rickhouse (either in the App or on-line) on or after such Winning Time will win the corresponding Instant Win Game prize, subject to verification, eligibility, and compliance with these Official Rules. The App Developer will determine, at random, the Winning times at which Instant Win Game prizes will be awarded throughout the Promotion Period.

Odds of winning an Instant Win Game prize depend on when a person plays the Instant Win Game during a given day of the Promotion Period as compared to other persons. The number of Instant win game prizes available to be won will decrease during the Promotion Period as Instant Win Game prizes are awarded.

After submission of Instant Win Game prize claim, a confirmation e-mail will be sent to the e-mail address supplied. Print or save and retain the confirmation e-mail, as a record of your potential prize winner status.

Below is a list of the Instant Win Game Prizes available to be won:

- Twenty (20) LED Signs having an approximate retail value ("ARV") of \$243 each.
- Ten (10) Guitars having an ARV of \$171 each.
- Thirty (30) Mini Barrels having an ARV of \$85.50 each.
- Two Hundred and Forty (240) Bluetooth Speakers having an ARV of \$7 each.
- Two Hundred and Fifty (250) Hats having an ARV of \$3 each.
- Two Hundred and Fifty (250) Barrel Shot Glass & Magnet sets having an ARV of \$3 each.

Total ARV of all Instant Win Game Prizes is \$12,315.

If for any reason, including, without limitation, a technical, programming, electronic or other error, more Instant Win Game prizes are claimed in a given category for a given week than the number set forth in these Official Rules, all persons making purportedly valid claims for that Instant Win prize for that week will be entered into a random drawing from which Instant Win Sweepstakes prize winners for only the advertised number of Instant Win Game prizes in that category for that week (excluding any Instant Win Game prizes for that category in that week which already have been awarded) will be selected.

The awarding of Instant Win Sweepstakes prizes is subject to verification by the Sponsor and the independent judging agency, whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects. A POTENTIAL INSTANT WIN GAME PRIZE WINNER IS NOT A WINNER OF ANY INSTANT WIN GAME PRIZE UNLESS AND UNTIL HIS OR HER ELIGIBILITY AND THE POTENTIAL WINNING GAME PLAY HAS BEEN VERIFIED BY THE SPONSOR/INDEPENDENT JUDGING AGENCY. Sponsor and the independent judging agency will not accept screen shot or other material in lieu of its validation process.

**5. DRAWING SWEEPSTAKES PRIZES/ODDS:** On or about January 3, 2020, one (1) potential grand prize winner (once eligibility and compliance with these Official Rules is verified, the "Grand Prize Winner") will be selected in a random drawing from among all eligible entries received (that is, all entry forms ) during the Promotion Period. Odds of winning depend on the number of eligible entries received for the Random Drawing Sweepstakes for the entire Promotion Period. Drawing will be conducted by a Sponsor representative, whose decisions shall be final and binding on all matters relating to the Promotion.

**Grand Prize:** One (1) Grand Prize of \$10,000 will be awarded as a check.

Total ARV of all prizes is \$22,315.

*Names of prize manufacturers are used solely for the purpose of identification of the prize. No endorsement, authorization, sponsorship, or approval by the prize manufacturer for this Sweepstakes is intended or implied.*

**6. PRIZE RESTRICTIONS:** Limit of two (2) Instant Win Game prizes per person per day, for a possible maximum of (238) Instant Win Game prizes. Sponsor will determine all details of each prize in its sole discretion. Winner is solely responsible for any and all unspecified expenses incurred in conjunction with acceptance and use of prize(s) and any and all taxes incurred in conjunction with prize award. If a winner receives prize(s) with a total value of \$600 or above, Sponsor will notify the Internal Revenue Service via IRS 1099 Form that the winner was awarded the prize(s) and winner further agrees to fully cooperate with Sponsor and its representatives relative to compliance with all corresponding governmental reporting requirements (including the completion and execution of an IRS W-9 Form with his/her Social Security Number). Instant Win Game Prizes are not redeemable for cash. No prize substitution, 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 an Instant Win Game Prize becomes unavailable (in whole or in part) due to reasons beyond the control of the Sponsor; provided no such substitute prize shall be from Sponsor without its prior written consent. Prizes are not transferable prior to award. No more than the number of prizes set forth in these Official Rules will be awarded. Each prize winner consents to Sponsor's use of his/her name, likeness, biographical information, image, and/or voice and other indicia of persona for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission or approval (TN residents will not be required to sign a publicity release as a condition of winning prize[s]).

**7. PRIZE WINNER NOTIFICATION:**

**Instant Win Game prize winners:** Instant Win Game prizes will be shipped to the street address indicated on the prize claim form within 2 to 3 weeks from date of winning Instant Win Game play,, provided that winner's eligibility and compliance with these Official Rules has been verified. Should a given person win more than one (1) Instant Win Game prize, the prizes may be shipped to winner separately in Sponsor's sole discretion. If any potential Instant Win Game prize winner is found to be ineligible, or not in compliance with these Official Rules, if any Instant Win Game Prize is returned as undeliverable, or if any Instant Win Game Prize is rejected, the potential Instant Win Game prize winner will be disqualified, the Instant Win Game Prize will be forfeited, and will not be awarded.

**Grand Prize Winner:** The potential Grand Prize Winner will be contacted on or about the drawing date, via the e-mail address provided at the time of entry (the "Notification"). Grand Prize Winner will be required to complete, have notarized and return an Affidavit of Eligibility, Liability and, where legal, Publicity Release and IRS W-9 Form (collectively the "Paperwork") within the time frame specified within the Notification. If the Grand Prize Winner fails to return the Paperwork within the date and time indicated, the Notification is undeliverable, the Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate Grand Prize Winner will be selected at random from among the remaining non-winning eligible entries received during the Promotion Period. (In such instance, any Instant Win Game prize(s) won will NOT be forfeited and will still be awarded provided that such person is eligible and otherwise in compliance with these Official Rules.) If it is determined by the Sponsor, in its sole discretion, that the Grand Prize Winner is not eligible or not in compliance with these Official Rules, the Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate will be selected as outlined above. (In

such instance, any Instant Win Game prize(s) won WILL be forfeited) Upon receipt of the required information and verification of his/her eligibility and compliance with these Official Rules, Grand Prize winner will be shipped their prize within four (4) weeks.

**8. GENERAL CONDITIONS:** INTERNET/APP CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR THE APP OR UNDERMINE THE LEGITIMATE OPERATION OF THIS 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 INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION, IN ADDITION TO DISQUALIFICATION FROM THE PROMOTION AND FORFEITURE OF PRIZE(S) WON, AS APPLICABLE. TAMPERING INCLUDES, BY WAY OF EXAMPLE ONLY, ANY ATTEMPT TO INTERFERE WITH THE INTENDED FUNCTIONING OF THE APP AND/OR WEBSITE. If the Promotion 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 Promotion, 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 Promotion. In the event of cancellation, Sponsor will make the prizes available to be won in a manner determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted on the App and Website. .

**9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by the Promotion Parties resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Promotion. No responsibility or liability is assumed by the Promotion 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 Promotion including as offered on the App and/or Website: 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 Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Promotion. Promotion Parties are not responsible for any typographical errors in the announcement of a prize or these Official Rules, or any inaccurate or incorrect data contained on the Web Site and/or the App. Use of Web Site and/or App is at user's own risk. Promotion 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 (or information/data stored thereon) resulting from participation in the Promotion, use of the Web Site and/or App, or the download of any information from the Web Site and/or App, or any other loss related to Entrant's participation in the Promotion or receipt of prize(s). As a condition of participating in the Promotion, persons agree to release the Promotion Parties from any and all liability, loss, or damage incurred with respect to his/her participation in the Promotion and the awarding, receipt, possession, and/or use or misuse of prize(s), including any travel related thereto. PROMOTION PARTIES MAKE NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND CONCERNING A PRIZE (OR ANY PORTION THEREOF), INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE, AND DISCLAIM ANY

IMPLIED WARRANTY. THE ONLY WARRANTIES, IF ANY, ARE OF THOSE OF THE PRIZE SUPPLIER/MANUFACTURER.

**10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Promotion 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 honor 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 ENTRANT’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 PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THIS PROMOTION, EACH ENTRANT 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 PROMOTION, 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 ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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) ENTRANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT 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 ENTRANT.

**11. PUBLICITY RELEASE:** Except in Tennessee, and where prohibited by law, by accepting prize(s), prize winner grants permission for Sponsor to use his or her 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 Web Site or social media) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation.

**12. GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, participant'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 State of Kentucky, without giving effect to any choice of law or conflict of law rules thereof. By participating, one 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 which are not subject to arbitration as set forth in Section 10 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.

**13. WINNER'S LIST:** Grand Prize winner's first name, last initial, city and state will be available by email request at [unlocktherickhouse@larcenybourbon.com](mailto:unlocktherickhouse@larcenybourbon.com) after Grand Prize winner has been verified.

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

JOHN E. FITZGERALD LARCENY. DISTILLED AND BOTTLED BY OLD FITZGERALD DISTILLERY.  
BARDSTOWN, KY 40004.

THINK WISELY, DRINK WISELY.