

Elijah Craig® Tee it Up with Homa Contest PROMOTION  
2022 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 Elijah Craig® Tee it Up with Homa Contest (“Promotion”) is open only to legal residents of the United States residing in all fifty (50) states, and excluding Puerto Rico, UT, VT NH, ME, VA, NY, FL, RI, who are 21 years of age or older at the time of entry. Employees, directors, agents and officers of Sponsor, Max Homa, 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 where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations. If you enter online or via email, you must have access to the Internet and a valid email address in order to enter. 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 PARTICIPATE:** The Promotion begins on [May 31, 2022] at [12:00 am] Eastern Time (“ET”) and ends [August 1, 2022] at [11:59 pm] ET (“Promotion Period”), and is designed to give eligible entrants (each, a “Contestant”) the opportunity to win Prizes in accordance with these Official Rules. There are [3] ways to enter:
  - a) **Online:** Visit [elijahcraig.com/golf](http://elijahcraig.com/golf) (“Promotion Website”) during any Entry Period within the Promotion Period and follow the onscreen instructions to complete and submit your entry. Upon following the onscreen instructions, Contestant will be asked to (i) complete the entry form in its entirety; and (ii) provide a response (the “Response”) to a golf themed or golf related question (the “Question”) to be submitted with the entry. The Response must match the specific Question asked by Sponsor during the applicable Entry Period. The completed entry form AND Response shall comprise the Contestant’s submission (the “Submission”). Answers to the Question do not need to include references to Sponsor’s product to be eligible.
  - b) **Mail-in:** To be eligible for selection during the applicable Entry Period Prize, 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, the Response to the Question corresponding to the applicable Entry Period, and date of birth (MM/DD/YYYY) on a 3½” x 5” card (“Mail-In Entry”) and mail it with sufficient postage to: Elijah Craig® Tee it Up with Homa Contest Sweepstakes, P.O. Box 563, Bardstown, KY 40004 to be postmarked within the Promotion Period and received by Sponsor within the Entry Period and/or within seven (7) days after the end of the applicable Entry Period. Each Mail-In Entry must be mailed separately in a hand-addressed, stamped envelope. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail. 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) **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://elijahcraig.com/golf>. The entrant must follow the online instructions to complete submission of his/her entry by (i) completing the entry form in its entirety; and (ii) providing a Response to the Question included on the Promotion Website. The Response must match the specific

Question during the applicable Entry Period. Upon Sponsor's receipt of all information required on the entry form and the Response corresponding with the current Entry Period, a Contestant will automatically be entered into the Promotion for the applicable Entry Period during which their Submission was received ("QR Code Entry"). Only QR Code Entries that were scanned combined with completion of the online form and submission of a valid Response will be accepted as a valid QR Code Entry. A complete QR Code Entry must be received by Sponsor or its authorized designee within the applicable Entry Period to be judged with other Entry Period submissions. NOTE: Proof of scanning QR Codes does not constitute proof of completion or submission of an Entry.

**IMPORTANT: CONTESTANT MUST PROVIDE A COMPLETED ENTRY FORM AND RESPONSE TO CONSIDERED ELIGIBLE TO WIN.** By scanning the QR Code, you are consenting to receive one or more communication(s) 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. Contestants must have a smart phone or other web-enabled device with a data plan to enter by scanning the QR Code. Contestants entering this Promotion via QR Code may incur standard data charges from their wireless service provider. Check with your wireless service provider for details on these and any other applicable charges. Contestants are solely responsible for any such wireless charges. Not all wireless carriers participate. **Message and data rates may apply for entries submitted via mobile devices.**

Limit [1] entry per person/account per Entry Period during the Promotion Period, regardless of method of entry.

The Promotion 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;** Contestant must check mobile plan for rates/details.

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 Contestant may be required to show proof of identity to verify the Contestant as having submitted the winning Submission. It is solely the responsibility of the Contestant 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 an entry does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to Contestant. 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. Sponsor's computer is the official Promotion clock. **Message and data rates may apply for entries submitted via mobile devices.**

**ENTRY PERIODS:** For purposes of this promotion, there will be one (1) drawing associated with each Entry Period. The Promotion Period shall consist of eight (8) entry periods, each period consisting of six (6) calendar days per entry period (each an "Entry Period"). There will be one (1) prize winner selected, using the judged criteria below, per Entry Period in accordance with the Judging Date schedule below and these Official Rules. Each Entry Period will begin at 12:00 am EST on the first day of the Entry Period and will end at 11:59:59 pm EST on the last day of the applicable Entry Period as outlined in the Entry Period chart below. All entries must be: (i) submitted to Sponsor during this Entry Period; or (ii) post marked with a date falling within the applicable Entry Period (for mail in Submissions), in order to be included for that Entry Period's Judging. The date on which Sponsor receives the Submission (or the postmark date in the case of mail-in Submissions) will determine which Entry Period in which the Submission will be judged. ***ALL NON-WINNING SUBMISSIONS FROM PREVIOUS ENTRY PERIOD WILL NOT CARRY OVER TO SUBSEQUENT ENTRY PERIODS.***

Entry Period	Dates	Judging Date	Prize
1	12:00 am ET on 5/31/22 to 11:59 pm ET on 6/5/22	6/13/22	Putter produced and marketed by industry leading golf brand
2	12:00 am ET on 6/7/22 to 11:59 pm ET on 6/12/22	6/20/22	Putter produced and marketed by industry leading golf brand
3	12:00 am ET on 6/14/22 to 11:59 pm ET on 6/19/22	6/27/22	Putter produced and marketed by industry leading golf brand
4	12:00 am ET on 6/21/22 to 11:59 pm ET on 6/26/22	7/4/22	Putter produced and marketed by industry leading golf brand
5	12:00 am ET on 6/28/22 to 11:59 pm ET on 7/3/22	7/11/22	Putter produced and marketed by industry leading golf brand
6	12:00 am ET on 7/5/22 to 11:59 pm ET on 7/10/22	7/18/22	Putter produced and marketed by industry leading golf brand
7	12:00 am ET on 7/12/22 to 11:59 pm ET on 7/17/22	7/25/22	Putter produced and marketed by industry leading golf brand
8	12:00 am ET on 7/19/22 to 11:59 pm ET on 7/24/22	8/1/22	Putter produced and marketed by industry leading golf brand
<b>Grand Prize Selection-</b> The Response best fitting the judged criteria will be selected from the 8 Prize Winners above to receive the Grand Prize	Grand Prize Winner to be selected from Prize Winners based upon judged criteria ( <i>See Section 6</i> ) at conclusion of Promotion Period	8/1/22	(1) Ultimate Golf Getaway to course in Arizona (as described in Section 7); (2) \$2,000 VISA Gift Card; (3) Opportunity to meet professional golfer Max Homa (subject to Max Homa's availability)

- 3) **SUBMISSION REQUIREMENTS:** Each Submission must include a Response to the Question posed by Sponsor in connection with the Promotion, and must also comply with the following:
- a) Any Submission that fails to meet the Sponsor's specifications may be disqualified at any time in Sponsor's sole and unfettered discretion.
  - b) 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.
  - c) 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).
  - d) 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.
  - e) 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.

- f) 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.
  - g) 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.
  - h) Submissions that feature, mention, refer to 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.
- 4) **INTELLECTUAL PROPERTY:** The intellectual rights to the Submission, if any, will remain with the Contestant, 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, Contestant 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 Contestant 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) **WINNER SELECTION:** A panel of judges (the "Judges") will review the Submissions on a weekly basis, in accordance with the judging dates and schedule provided above, during the Promotion Period based on the following weighted judging criteria: (A) [Creativity] [30%]; (B) [Relevance to the Question] [30%]; and (C) [Entertainment Value] [40%]. The Judges will select a total of nine [9] Submissions [one Submission chosen per Entry Period of the Promotional Period plus one final grand prize winner selected out of the eight (8) Entry Period Winners]. The Judges will utilize the criteria provided above to select one winning Submission per Entry Period that will be (i) awarded the Prize offered during that Entry Period (each, a "Winner"); and (ii) eligible to win the Grand Prize offered at the end of the Promotion Period, as selected by the Judges. In the event of a tie of Submissions reviewed during any applicable Entry Period judging date, the Submission among the tied entries with the highest score from the Judges in [Entertainment Value] will be deemed the Winner for that Entry Period. Following the selection of each of the eight (8) Entry Period Winners, Judges shall determine a winner of the Grand Prize from among the eight (8) Entry Period Winners (the "Grand Prize Winner"). The following weighted judging criteria: (A) [Creativity][30%]; (B) [Relevance to the Question][30%]; and (C) [Entertainment Value] [40%], will be used to determine the Grand Prize Winner from among the eight (8) Entry Period Winners. In the event of a tie of any of the Winner's Submissions, the Submission among the tied entries with the highest score from the Judges in Entertainment Value, will be deemed the Grand Prize Winner. All Winners are subject to verification of eligibility and compliance with these Official Rules. Decisions of Sponsor and Judges are final and binding. Potential winner(s) will be contacted by email or phone and will be asked to provide the necessary information (such as first and last name, email address, mailing address, their Response, and/or phone number) to Sponsor.
- 6) **PRIZE(S):** There will be nine [9] total prize(s): (a) eight (8) prizes as judged following each Entry Period, with each such Prize consisting of one (1) putter produced and marketed by an industry leading golf brand (the "Prize"); and (b) one (1) grand prize consisting of: one (1) ultimate golf getaway trip in Scottsdale, Arizona, as

reasonably scheduled based upon mutual agreement of Grand Prize Winner and Sponsor, for the Grand Prize Winner and 3 guests ("Guests") that also includes i) one VISA gift card valued at \$2,000, ii) hotel accommodation at a hotel of Sponsor's choosing, which shall consist of two (2) double occupancy hotel rooms and tax only, each room being booked for a stay of two (2) nights, iii) four (4) round trip economy airline tickets on an air carrier of Sponsor's choosing for Winner and Guests from the major commercial airport nearest to Winner's residence to travel to/from Scottsdale, Arizona, iv) One (1), eighteen (18) hole round of golf at Sponsor's choice of either Silverleaf Country Club or TPC Scottsdale for all Winner and Guests and the chance to meet Golf Pro Max Homa, subject to availability (the "Grand Prize"). **Grand Prize Winner and Guests are not guaranteed to meet Max Homa. Mr. Homa's participation in the conduct of Grand Prize with Grand Prize Winner and Guests shall be subject to availability and to the sole and exclusive discretion of Mr. Homa and Sponsor.** All luggage fees, meals, ground transportation, gratuities, excursion fees, alcoholic beverages, and any other incidental costs or other expenses associated with the Grand Prize or Prize and not specifically set forth herein are not included and the responsibility of the Prize Winner. All travel must be completed within one (1) calendar year of the date Winner accepts the Prize. Approximate retail value ("ARV") of each Prize is \$450. ARV of the Grand Prize is \$6,400. Total ARV of all Prizes (including Grand Prize): \$10,000. Total odds of winning a prize in this Promotion depend on the number of eligible entries received during the Promotion Period. Odds of winning a Prize depend on the number of eligible entries received during the applicable Entry Period. Odds of an Entry Period Winner winning the Grand Prize shall be one (1) in eight (8) (1:8). 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 Prize winner may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within forty-eight [48] 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 eligible entries. If the confirmed winner forfeits the Prize for any reason after confirmation, no alternate winner will be selected. In no event will more than eight [8] Prize(s) and one (1) Grand 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. As a condition of entry, Contestants agree that: (1) the Promotion is in no way sponsored, endorsed, or administered by Max Homa; and (2) any questions, comments, or complaints regarding the Promotion will be directed to Sponsor, not to Max Homa. 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.

In the event that Sponsor must delay or cancel, or is otherwise unable to provide the Grand Prize, whether due to natural disaster, closure of the applicable golf club(s), epidemic, work stoppage, strike, riot, act of terrorism, governmental action, civil commotion, or 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 Grand Prize, Sponsor shall award the Grand Prize Winner with the ARV of the Grand Prize (\$6,400), in lieu of providing Grand Prize to the Grand Prize Winner. This ARV cash sum shall only be offered to the Grand Prize Winner in the case that the Grand Prize is impossible or impractical for Sponsor to provide for any of the foregoing reasons, and Sponsor shall not otherwise be required to provide such ARV cash sum in lieu of the Grand Prize for any other reason. Sponsor shall have no other liability to Grand Prize Winner under any legal theory. Notice of any such action by Sponsor will be posted on the Website.

- 8) **RELEASE:** By participating in the Promotion, entrants and winners agree to release Sponsor, Max Homa, participating vendors (if any), 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 Contestant represents and warrants that their Submission is original, that they are the sole and exclusive owner and right 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, privacy, 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 Contestant; or (3) otherwise violate any applicable law. To the maximum extent permitted by law, each Contestant 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 a Contestant.
- 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:** Contestants 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 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 [October, 30, 2022] to Heaven Hill Sales Co., P.O. Box 563, Bardstown, KY 40004, Attention Elijah Craig Tee up with Homa Contest Winner's List Request.
- 17) **SPONSOR:** Heaven Hill Sales Co., 1064 Loretto Rd., Bardstown, KY 40004.

***Grand Prize Winner and Guests are not guaranteed to meet Max Homa. Mr. Homa's participation in the Grand Prize and/or any round of golf with Grand Prize Winner and Guests shall be subject to availability and to the sole and exclusive discretion of Mr. Homa and Sponsor.***