

**Admiral Nelson's Spin To Win Game ("Promotion")  
2016 OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.** THIS PROMOTION IS INTENDED FOR THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT 21 YEARS OF AGE OR OLDER AND LOCATED IN THE UNITED STATES AT THE TIME OF GAME PLAY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

1. **ELIGIBILITY:** Open to legal residents of the 50 United States and the District of Columbia, who are 21 years of age or older. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Heaven Hill Brands ("Sponsor"), its parent, subsidiary, and affiliated companies, the web design, 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). Employees, agents and officers of alcohol beverage retailers and distributors and their family members are also not eligible to enter or win. Void where prohibited.
2. **PROMOTION PERIOD:** Promotion begins on February 22, 2016 at 12:00:00 pm (noon) Eastern Time ("ET") and ends on March 22, 2016 at 11:59:59 am ET (the "Promotion Period"). The Web Site server is the official clock for this Promotion.
3. **TO ENTER:** During the Promotion Period, visit the Admiral Nelson's web site at [www.admiralnelsonsrums.com/SpinToWin](http://www.admiralnelsonsrums.com/SpinToWin) (the "Web Site") and click on the link for the instant win game. You must agree to use Facebook Connect to log into your Facebook account in order to access the instant win game and participate in this Promotion. Once you log in via Facebook Connect, follow the on-screen directions to play the instant win game by spinning the wheel (each a "Game Play").

**Limit of three (3) Game Plays per person/Facebook account/email address per day.**

For purposes of this Promotion, a "day" begins at 12:00:00 am ET and ends at 11:59:59 pm ET, except for the first day which starts at 12:00:00 pm (noon) ET and the last day which ends at 11:59:59 am ET. Standard data rates may apply if the Web Site is accessed via a mobile device, and entrants are solely responsible for any such charges.

**Automated means of participation are prohibited and any use of automated devices will cause disqualification.** Login via Facebook Connect is required to enter. Entrants may not play using multiple email addresses/Facebook accounts nor may entrants use any other device or artifice to play multiple times above the stated limit or as multiple entrants. Any entrant who attempts to play with multiple email addresses/Facebook accounts or uses any device or artifice to play multiple times will be disqualified and forfeits the prize won, in Sponsor's sole discretion. Proof of submission is not proof of receipt by Sponsor. In the event of a dispute as to who submitted a Game Play, the natural person associated with the Facebook account used to participate will be considered the entrant. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to the Sponsor and not to Facebook.

Information submitted in connection with this Promotion is governed by Sponsor's Privacy Policy (available at available at <http://www.heavenhill.com/privacy-policy>).

- 4. INSTANT WIN PRIZES/ODDS OF WINNING/APPROXIMATE RETAIL VALUES ("ARVs"):** All instant win prizes ("Instant Win Prizes") (as identified in the chart below) are randomly time-seeded during the Promotion Period (each a "Winning Time"). The first person who plays on or after the Winning Time associated with each Instant Win Prize (as recorded by the Web Site software) will be deemed the winner of the Instant Win Prize shown, subject to verification of Game Play, eligibility, and compliance with these Official Rules. The Promotion administrator will determine, at random, the Winning Times at which Instant Win Prizes will be awarded throughout the Promotion Period. The odds of winning an Instant Win Prize are based upon the time of day when you play (as recorded by the Web Site software) during the Promotion Period, the number of Game Plays received, and the order in which they are received. The number of Instant Win Prizes available to be won will decrease during the Promotion Period as Instant Win Prizes are awarded. Instant Win Prize winners will be instantly notified upon submitting a Game Play. If you receive a message other than a winning prize message, you are not a prize winner. **Limit one (1) prize per person/Facebook account/email address throughout the Promotion Period.**

**INSTANT WIN PRIZES (153 Total):**

Prize	Quantity Available	Prize	ARV Per Item	Total ARV
Grand	3	Admiral Nelson's branded bar cart	\$249.99	\$749.97
First	100	Admiral Nelson's branded t-shirt (large only)	\$14.99	\$1,499
Second	50	Admiral Nelson's branded hat and keychain pack	\$14.98	\$749

**TOTAL ARV OF ALL PRIZES IN THIS PROMOTION: \$2,997.97.**

- 5. PRIZE RESTRICTIONS:** Instant Win Prizes are non-transferable and no cash redemption or substitution permitted, except at the sole discretion of the Sponsor. Sponsor reserves the right in its sole discretion to substitute an Instant Win Prize with one of equal or greater value. Federal, state, and local taxes, if any, are the sole responsibility of the winners. All costs and expenses associated with Instant Win Prize acceptance and use not specifically provided herein are the responsibility of the winners. No more than the advertised number of Instant Win Prizes will be awarded.
- 6. PRIZE DELIVERY:** Instant Win Prizes will be shipped to the address used during registration within 4 to 6 weeks of the end of the Promotion Period. If any potential winner is found not to be eligible, or not in compliance with these Official Rules, if any Instant Win Prize is returned as undeliverable, or if any Instant Win Prize is rejected, the potential winner will be disqualified, the Instant Win Prize will be forfeited, and may be awarded to an alternate winner.
- 7. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE 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 SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. 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 instant win game process, and to cancel, modify, or terminate the Promotion. In the event of cancellation, Sponsor will award the Instant Win Prizes in a drawing from among all eligible, non-suspect Game Plays received prior to cancellation. In the event that a Game Play is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another Game Play in the Promotion.

- 8. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor, Promotion Parties, or Facebook, Inc. (collectively, "Releasees") 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 Sponsor or 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: 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. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Web Site. Use of Web Site is at user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Promotion, use of the Web Site or the download of any information from the Web Site, or any other loss related to user's participation in the Promotion or receipt of any Instant Win Prize. Without limiting any other provision in these Official Rules, the Releasees are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply an Instant Win Prize or any part thereof in the event that any of the Promotion activities or Releasees' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Releasee (as determined by Sponsor in their sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above. As a condition of entering, entrants agree to release Releasees from any and all liability, loss, or damage incurred with respect to entrant's participation in the Promotion and the awarding, receipt, possession, and/or use or misuse of any Instant Win Prize.

9. **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 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.

- 10. PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting an Instant Win Prize, winner grants permission for Sponsor and those acting under its authority to use his/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) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winner's list.
- 11. GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your 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 entering, you consent 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 9 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.
- 12. WINNERS LIST:** For the name(s) of any winners for Instant Win Prizes valued over \$25, send an email request to prizes@admiralnelsonsr.com no later than April 30, 2016.
- 13. SPONSOR:** Heaven Hill Brands, 1064 Loretto Rd., Bardstown, KY 40004.