

CONTEST RULES « MOUNT GAY RUM COCKTAIL COMPETITION »

The contest (the "Contest") period opens on February 15th, 2023, at 12:00:01 am/EST and will close on March 29th, 2023, at 11:59:59 pm/EST (the "Contest Period").

I.SPONSOR/ORGANIZER:

The Contest is sponsored by Rémy Cointreau USA, Inc., with an address of 1290 Avenue of the Americas, New York, NY 10104 (hereinafter referred to as the "Sponsor" and "Remy Cointreau").

Here in after designated as " The organizer."

II. QUALIFICATION

Before entering the Final Competition, contestants should qualify through online submission followed by regional competition organized in their respective market and national finals competition.

ALL CONTESTANTS MUST BE AVAILABLE TO TRAVEL DURING THE REGIONAL AND NATIONAL ROUNDS OF THE COMPETITION IN ORDER TO BE CONSIDERED.

REGIONALS:

VARIOUS LOCATIONS (SEE BELOW): APRIL 16-19, 2023**

Cities/Regions:

Chicago (Midwest)

Dallas (South)

Los Angeles (Southwest)

Miami (Southeast)

New York City (Northeast)

San Francisco (Northwest)

****Contestants will only be asked to travel to their regional location on 1 of these dates.**

NATIONALS:

BARBADOS: MAY 15-19, 2023

III. ELIGIBILITY:

The Contest is open to professional bartenders who are legal and current residents of the 50 United States and District of Columbia ("D.C.") who are twenty-one (21) years of age or older as of February 15, 2023. The Contest is subject to all applicable federal, state and local laws, rules and regulations, and is void outside the United States, D.C. and where prohibited by law. The Contest is void outside the 50 United States and D.C. and where prohibited by law.

Employees, officers and directors of the Sponsor, their parent companies, divisions, subsidiaries, affiliates, and advertising and promotion agencies of each of the foregoing, distributors and retailers, and any other entity that develops, produces, or distributes materials for or related to this Contest, and

the immediate family members or households (whether related or not) of any of the above are not eligible to participate or win.

IV. ONLINE SUBMISSION – RULES:

- Maintain professional conduct at all times.
- Respect the brands, colleagues, peers and guests.
- Always set a professional example.
- Promote the craft of bartending, our chosen profession, in a professional and inspirational manner.
- The competition is open to professional, working bartenders aged 21-years-old or over, currently residing in the 50 United States only.
- **Contestants may not work for an alcoholic spirit brand in any capacity - full or part time.**
- Eligibility is subject to the organizer's discretion throughout the competition.
- CONTEST CRITERIA/COCKTAIL CREATION SUBMISSION:
 - Concept:
 - Leaning into the concept of local terroir, Mount Gay and Collectif 1806 are combining forces to bring you a bartender competition like no other, with a specific aspect of sustainability in focus: **locality**.
 - Mount Gay Rum is the taste of Barbados and kicking off in February 2023, we are on the search for the best Mount Gay Rum cocktails across America that showcase a taste of home while utilizing local products. **Drawing inspiration from your hometown or the city you currently live in. We're looking for cocktails that show us what home means to you.**
 - Finalists will have the opportunity to compete for the National Title at the source in Barbados, soaking in our home, heritage, expertise, and what makes Mount Gay Rum the flavor of Barbados.
- SUBMISSION GUIDELINES:
 - The recipe should be an original and personal creation.
 - One entry per person.
 - Entries must be in the form of a full sized cocktail. No Shots/Shooters.
 - The recipe should include at least 1 oz. of Mount Gay Rum Black Barrel, Mount Gay Rum Eclipse, or Mount Gay Rum XO.
 - You are not restricted to the Rémy Cointreau portfolio; however, it is compulsory to use Rémy Cointreau products if Rémy Cointreau has a presence in that spirit category.
 - The use of another brand of Rum is strictly prohibited.
 - Full recipe and method of preparation must be clearly specified.
 - Homemade ingredients are permitted but may not take more than 24 hours to prepare.
 - Other ingredients, such as garnishes, type of ice, etc. should be clearly specified.
 - The choice of glassware is yours.
 - The entire recipe should be expressed in fluid ounce, milliliter or number of drops/dashes used.
 - Cocktail and ingredient preparation techniques must be clearly indicated.
 - Your cocktail recipe should tell a story. Explanation and inspiration for the choice of ingredients and recipe should be detailed.
 - Photo of cocktail submission is mandatory. Make sure to provide a qualitative picture showcasing the cocktail.
- SUBMISSION CRITERIA – JUDGING:

- All cocktails submitted online will be judged and evaluated by a panel of professionals with the same criteria:
 - **Sustainability / Locality – 25 points:** Has the bartender met all the challenge requirements and brought their cocktail to life?
 - **Craft –20 points:** How well are the ingredients of the cocktail recipe compiled? Has the bartender demonstrated precise technique?
 - **Flavor– 20 Points:** How flavorful and balanced is the prepared cocktail? Also, consider the taste, texture, and aroma of the cocktail.
 - **Knowledge – 15 Points:** How clearly has the cocktail been inspired by Mount Gay Rum & has the bartender demonstrated their knowledge of the brand?
 - **Use of Mount Gay - 10 Points:** Does the bartender use Mount Gay in a way that celebrates & highlights it?
 - **Appearance - 10 Points:** How appealing does this cocktail look?
- **ADVANCEMENT TO REGIONAL COMPETITION:**
 - A judging panel will select the top 5 finalists in each of 6 regions* to move on to the Regional Finals.
 - Regional Competition includes a live presentation of contestants' cocktails and inspiration behind it.
 - **Regional Competitions held in: New York City, Miami, Dallas, Chicago, Los Angeles, and San Francisco**
- **PRIZING:**
 - **Regional Competition:**
 - Once competitors enter online, (5) competitors per region* will be selected to move forward to the regional competition.
 - *6 regions: Chicago, Dallas, Los Angeles, Miami, New York City, and San Francisco
 - All costs at the regional competition level will be at competitor's own expense. **This includes but is not limited to: hotels, flights, ingredient and glassware costs, etc.**
 - **Similarly, the brand is not responsible for accrued costs due to cancellation/rescheduling for inclement weather, force majeure, etc.**
 - Regional competitions will take place between **April 16, 2023 and April 19, 2023.**
 - **National Competition:**
 - (6) Regional Finalists (1 per region) will receive a trip to Barbados for the National Finals Competition.
 - Travel and accommodations to be provided for each contestant by the Sponsor/Organizer.
 - **This includes: hotel accommodations, flights, (1) checked bag on each flight, and a small travel stipend.**
 - Contestants will be required to travel to Barbados on **May 15-19, 2023 (5 Days, 4 Nights).**
 - In the event of a disagreement concerning the validity, interpretation, and / or performance of the present rules and/or the contest and in the absence of an amicable solution, a representative of Rémy Cointreau USA, Inc. will step in to resolve the disagreement.
 - All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of \$600 or more will

be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.

- **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS:**
 - By entering this competition, you are giving Remy Cointreau USA, Inc., and its affiliates explicit rights to use your photo, video, image, name and photo video image of your drink, drink recipe name, and your drink recipe for publicity for any purposes, including but not limited within 5 years to: commercial use and promotional activation, paid and non-paid media.
 - Participants of the competition engage to assign the exploitation rights of their recipes, photographs, video clips and cocktail names to the organizer of the competition, namely MOUNT GAY RUM and its affiliated or related companies. You accept and agree that the present authorization and assignment are given for free and that you will not claim any kind of compensation.
- **SOCIAL:**
 - Do not post or engage with inappropriate content (copy & photo)- for example: violence, racism/sexism/intolerance, illegal substances, illegal behavior, adult content, substance abuse, cyber bullying, weapons, etc.
 - Do not comment on competitors' posts (in a negative way)
 - Do not tag irrelevant content with Brand handle or hashtags - Misrepresent the company, the brand or its partners
 - Please use the following social tags:
 - @MountGayRum
 - @Collectif1806
- **LIABILITY:**
 - While every reasonable effort will be made, the organizer cannot guarantee the safe return of glassware, equipment or any product supplied by a competitor. Therefore, competitors are advised to house their tools and products in bags/boxes, which enable them to efficiently, gather and hold their equipment and ingredients immediately after competing.
 - A) ALL ENTRANTS AGREE THAT THE SPONSOR, THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE CONTEST SHALL NOT BE LIABLE FOR CLAIMS, LOSSES, LIABILITIES, EXPENSES OR INJURIES OF ANY KIND RESULTING IN ANY WAY FROM ENTRANTS PARTICIPATION IN THE CONTEST, INCLUDING BUT NOT LIMITED TO, THE DRAWING, THE USE OF THE PRIZE, ANY DELAYED, LOST, MISDIRECTED, OR DAMAGED ENTRIES, OR ANY COMPUTER, ONLINE SERVICE, COMMUNICATIONS OR OTHER TECHNICAL MALFUNCTIONS THAT MAY OCCUR.
 - B) ALL ENTRANTS ACKNOWLEDGE THAT THE SPONSOR, THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AND AGENCIES AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE CONTEST MAKE NO WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED REGARDING THE PRIZES, WHETHER WITH RESPECT TO FITNESS FOR PURPOSE, SATISFACTORY QUALITY, DESCRIPTION OR NATURE OF THE PRIZE OR OTHERWISE. ALL ENTRANTS, BY ENTERING THE CONTEST, AGREE TO BE BOUND BY THE ABOVE RULES.
- **RESPONSIBILITY:**
 - The Organizer makes a commitment to promote his products in a responsible way. Excessive drinking is dangerous for the health; alcoholic beverages should be consumed

with moderation. Competitors considered by the organizers to be practicing or promoting any form of irresponsible drinking, including “shots” will be disqualified and may be asked to leave the venue. Any participants must comply with the local regulation in respect to alcoholic beverage, during and after the competition.

- Competitors must conduct themselves in a safe manner and any action considered by the organizers to endanger fellow competitors, judges or spectators will result in instant disqualification and possible ejection from the competition.
- General Rules of participation.
 - By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, and waive any right to claim ambiguity in the Contest or these Official Rules. All federal, state and local laws apply. All federal, state or other tax liabilities arising from this Contest will be the sole responsibility of the prize winners. The Sponsor, their parent companies, affiliates, subsidiaries and advertising and promotion agencies are not responsible for and shall not be liable for: (i) late, lost, delayed, misdirected, incomplete or unintelligible entries, telephone system or computer malfunctions, lost connections or transmission errors; (ii) any injuries, losses or damages of any kind caused by the acceptance, possession or use of any prize or from participating in the Contest; or (iii) any printing, typographical, administrative or technological errors in any material associated with the Contest. Sponsor reserves the right, in their sole discretion, to modify, cancel or suspend this Contest should a virus, bug, computer problem or other causes beyond the Sponsor' control corrupt the administration, security or proper play of the Contest. The Sponsor may prohibit you from participating in the Contest or winning a prize if, in their sole discretion, the Sponsor determines that you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other players or Sponsor' representatives. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH PARTICIPANT AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION
- In the event of a dispute, the decision of the Sponsor shall be final and binding.
- All entries and the information contained in such entries will become the Sponsor's property and will not be acknowledged or returned.
- Acceptance of a prize will constitute permission for the Sponsor to use the names, cities, states, likenesses, and voices of the winners for advertising and promotional purposes, without any further compensation, unless prohibited by law.
- LICENSE AND RELEASE:
 - Participation in the Contest and acceptance of prize constitute each winner's and guest's permission for Sponsor or its agents to photograph, film, and record each winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by winner and guest regarding the Contest or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law, including, but not limited to,

social media, advertising, POS, public relations, for all perpetuity worldwide. By participating and/or accepting a prize, entrants, winners, and guests acknowledge and agree that this Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook, or Twitter and agree to release and hold harmless Facebook, and Twitter, Sponsor, Sponsor's advertising and promotional agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Contest, or possession, acceptance, and/or use or misuse of prize or participation in any Contest-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any transportation companies or any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Contest prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Contest in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

- **DISPUTES/ CHOICE OF LAW:**

- Except where prohibited, each entrant agrees that this Contest shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules. Sponsor reserves the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of this Contest, including without limitation barring entrants who do not comply with these Official Rules. By entering, entrants consent to the jurisdiction and venue of the appropriate federal, state and local courts located in New York for any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded.