

TERMS & CONDITIONS

RULES titled “ROOTED IN THE EXTRAORDINARY COCKTAIL COMPETITION”

By requesting to participate in this Contest, entrants will be deemed to have automatically accepted these terms and conditions (**hereinafter, “ Rules”**), and, therefore, agreed to be bound to the Terms and Conditions contained therein.

The Promoter reserves the right modify the Rules at any time.

A) PROMOTER

1. The Promoter and manager of this Contest is Woody Creek Distillers LLC., 60 Sunset Dr. Basalt, CO. 81621 (**“ Promotor”**).

2. The Promoter is responsible for all administrative aspects of the Contest (including determination of winners, prize-giving, and technical support etc.)

3. For questions or comments, the Promoter can be emailed at *sean@bluecollarcocktails.com*

B) AREA

4. Territory is the United States of America, State of Colorado.

C) PARTICIPANTS AND PARTICIPATION REQUIREMENTS

5. The Contest is addressed to bartenders employed by the Promoter’s clients in Colorado, USA, who are 21 (twenty one) years of age at the time of enrollment in the Contest (as further detailed below), resident and/or domiciled and employed in the State of Colorado, (**hereinafter, “ Participants”**).

6. The following categories of subjects cannot participate in the Contest: (a) employees of the Promoter or its agents, as well as their first- and second-degree family members: (b) anybody who is professionally related, directly or indirectly, to the Contest, or the Promoter, as well as their first- and second-degree family member.

D) DURATION OF CONTEST

7. Registration will take place in accordance with the terms and conditions set forth in paragraph E) below:

- From 12.00:00 (MST) of 11 September 2018
- Until 23.59:59 (CEST) of 25 November 2018. The registration form must be received no later than the closing time.

8. Any entries received after the Closing Date, or that are deemed incomplete or do not comply with the participation requirements set forth in sections 5, 6 and 7 above, or, more in general, contain entries that do not comply with the provisions of these Rules, will not be considered for inclusion in the Contest.

E) HOW TO ENTER

9. To participate in the Contest, interested parties must visit the following web page, then proceed with registration on the on-line platform <http://woodycreekdistillers.com/#events>

10. During registration, Participants will be asked to provide the following information:

- a) First name
- b) Surname
- c) Personal email address
- d) Cocktail name
- e) Ingredients of their cocktail, including detailed measurements
- f) Glass type
- g) Current Employment Location

11. Enrollment and participation in the Contest imply knowledge and acceptance by Participants of every section these Rules, as well as of the Privacy Disclosure without reservation. In light of the foregoing, each Participant – in order to correctly complete their registration - must have ticked a box to confirm acknowledge and acceptance prior to submitting their entry.

F) LIMITATIONS / RESTRICTIONS ON ENTRY

12. Maximum of one completed cocktail list entry per bartender but there can be more than one entry per bar or employment establishment. Thus, two bartenders from the

same bar can both successfully enter the competition but one bartender cannot submit more than one entry or represent multiple bars.

13. If a bartender cannot compete in any subsequent final, he/she may not be replaced by a colleague or another Participant.

G) TERMS AND CONDITIONS RELATING TO COCKTAIL CONTENT STANDARDS

14. Entrants are solely responsible for obtaining ingredients needed for their cocktail entries and the Promoter will not be responsible if an entrant is unable to prepare his/her cocktail because ingredients are unavailable, confiscated, spoiled in transit, etc. Entrants should consider ingredient availability, perishability, seasonality, legality, etc., when creating their cocktail recipes to avoid being unable to obtain necessary ingredients at the final competitions. Entrants are solely responsible for complying with all applicable laws. It may be impossible to locally source certain unique or hard-to-find ingredients. By entering the Promotion, entrants acknowledge their responsibility for providing their own ingredients and choosing legally available ingredients, and hereby release the Promoter from any liability associated with the possession or transportation of any cocktail ingredients.

15. The content standards set out below (“Content Standards”) serve to provide examples and are not meant to be an exhaustive list of the types of content that may not be accepted for participation in the Contest.

16. The Promoter expressly reserves the right to disallow or disqualify (or prevent from passing through the competition and judging stage) any entry which it considers does not comply with these Content Standards or which it deems inadequate to meet normal standards or that may damage the Promoter’s image.

17. By entering this Promotion, Participants hereby warrant, represent and undertake that their Content meets the following Content Standards:

a) Drinks and drink names must not encourage, condone, promote or glamorize underage, excessive or irresponsible consumption of alcoholic beverages, driving under the influence or any behavior considered antisocial, illegal or immoral;

b) Drinks and drink names must not be derogatory or defamatory of any person;

c) Drinks and drink names must not be obscene, offensive, hateful or inflammatory;

d) Drinks and drink names must not promote violence of any kind;

- e) Drinks and drink names must not be sexually explicit (or contain any nudity);
- f) Drinks and drink names must not harm or attempt to harm minors in any way;
- g) Drinks and drink names must not be targeted at or be likely to appeal to an audience under the age of 21 years old;
- h) Drinks and drink names must not promote discrimination of any kind, including but not limited to discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- i) Drinks and drink names must not be likely to harass, upset, embarrass alarm or annoy any person; and,
- j) Drinks and drink names must not be used to impersonate any person, or to misrepresent the entrant's identity or their affiliation with another person or entity
- z) Drink recipes proposed by the Participants must not violate any intellectual right of third parties.

H) PROMOTER'S USE OF CONTENT

18. By entering the Promotion, Participants grant the Promoter, its affiliated companies and its sub-contractors the right to use any and all Content supplied to the Promoter in connection with the Contest:

- a) For the purposes of managing this Promotion;
- b) For promotional and publicity purposes; and in all digital and social media in connection with the Promoter and the Contest;

For purposes of the provisions contained in this paragraph H, "Content" includes all of the Content materials as defined in section 10 herein, as well as any element, recipe and image provided to the Promoter by each Participant during participation the Contest.

19. Participants hereby agree to do such other things and execute such other documents as are reasonably requested in order to allow the Promoter to make such use of their Content. Participants acknowledge and agree that no additional compensation shall be given to them in relation to the Content in paragraph H, since any reward Participants may believe to be entitled to is satisfied by their own participation in the Contest, in the final phase thereof, to receive the Prize, as well as showcase their own Content in association with the Promoter's brand.

I) WINNER SELECTION AND NOTIFICATION

20. The Participants' recipes will be evaluated by a panel of 3 (three) judges (" **Judges**") selected at the exclusive discretion of the Promoter.

21. The Judges will gather on 26th November, score all cocktails and select the 8 (eight) best recipes proposed during registration and announce the 8 (eight) finalists. The Promoter has the right to modify the composition of the panel and/or replace some of its members at any time and at its sole discretion.

22. There will be 8 (eight) finalists, selected among the Participants who receive the highest scores in the judges' opinion and awarded on the basis of a scoring criteria involving the drink's Appearance, Originality, Service and Taste; in particular, Service and Taste will be judged on the basis of the inspiration and story behind the cocktail, while the Profile is scored based upon ingredients and appearance. *Each category comprises ten points, with the exception of the category "Taste", which may assign up to 20 points. The maximum score awarded is 50.*

23. Participants whose recipe will be among the 8 (eight) recipes deemed to be the best ones by the judges, therefore receiving the highest score, will be announced on the day the judge panel gathers, as set forth in section 24, and receive an email at the address provided in their registration form, containing details on the date, location and time of the final in which they are invited to participate.

24. Participants who have been unsuccessful will be notified at the email address provided in their registration form and thanked for their participation.

25. Successful Participants should regularly check their spam/bulk/junk folders for notification as they will need to confirm their participation in the final to the Promoter – at the email provided - within 7 (seven) days from receipt of email of successful selection.

26. If a Participant cannot be contacted or does not confirm his/her attendance, he/she will lose the opportunity to compete in the final. The Promoter reserves the right to ask Participants to submit proof of age, identity and eligibility at any time.

27. Participation in the final competition is voluntary. If the selected Participant does not participate in the final – for any reason or cause – he/she shall not be entitled to any compensation and/or refund. The Participant selected for the final shall not transfer his/her right to third parties.

28. The final will be held on 17th December 2018 at American Bonded at 2706 Larimer St. Denver, CO. 80205. The Promoter reserves the right to modify this date, by providing prompt notification to all finalists.

29. Participants will select their cocktails in front of a panel of Judges – comprising 3 (three) judges selected at the sole discretion of the Promoter. The Promoter has the right to modify the composition of the panel and/or replace some of its members at any time and at its sole discretion.

30. Participants will be judged on the same scoring criteria as in section 25. Each category carries a maximum score of ten with the exception of ‘taste’ which is scored up to a maximum of 20. The total achievable score is 50.

31. The winner will be announced verbally at the end of the final.

32. The Promoter’s and judges’ decisions are final and binding in all respects on all Participants.

33. All required means of transport – with relating date and time of departure – for participation in the final, as well as the selection of the hotel (and relating category), where Participants will spend the night in case of need, and meals shall be subject to availability and the Promoter’s sole discretion. Medical insurance is not included and, therefore, must be purchased by Participants at their sole cost, as well as any additional extra cost.

J) PRIZE

34. The final winner will win a trip for two (2) to an “extraordinary” destination at the choice of the promoter. The prize includes a flight from a suitable airport, hotel transfers in and between three night’s accommodation (“**Final Prize**”).

35. The Prize does not include: travel insurance, transfer to the winner’s departure airport, baggage fees, food and drink purchased outside of the main trip events and meal and other additional costs not expressly listed in section 33 above.

36. It is the winner’s responsibility to ensure that he/she has a valid passport and visa, travel documents and vaccinations in order to be able to take up the prize. The prize does not guarantee issuing of visas to the winner or their guest.

37. The prize trip must be taken on the dates organized by the Promoter (estimated to be 18th December 2018 to 30th May, 2019). Rearranging the dates due to the winner being unavailable for any reason will not be possible. The Promoter reserves the right to modify the dates of the prize trip, providing prompt communication thereof to Participants, or the winner, if changes occur after prize award.

38. The Promoter reserves the right to substitute the prizes (or any part thereof) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its reasonable control. There is no cash alternative to the prizes (or any part

thereof) and unless the Promoter agrees otherwise in writing the prizes are non-refundable and non-transferable.

39. Details of winners' names and country will be available for one month after the Closing Date by writing to the Promoter at the contact details above and stating the name and date of the Contest.

40. The winner will need to accept the Prize via email at the address provided in the same communication no later than 48 hours from communication, pursuant to section 23.

K) PRIZES

41. The total jackpot includes:

(A) Costs for 8 Participants in the final: U.S. Dollars \$460 each, U.S. Dollars \$3680 in total, VAT excluded

(B) Final prize: U.S. Dollars 3,750.00, VAT excluded.

42. The market value of the prizes listed above is to be understood at current value.

L) LIABILITY

43. The Participants expressly acknowledge and agree that the Promoter shall in no case be liable to the Participants, as well as to any of their entitled party - for any reason, title or cause – resulting from any damages (incidental, punitive, exemplary, indirectly) arising out of their participation in the Contest (and any stage thereof), notwithstanding any serious negligence or gross negligence of the Promoter and any applicable law.

44. Notwithstanding any serious or gross negligence on the part of the Promoter or any other legally binding applicable law and, in any case, to the extent permitted by any applicable law, the Participants agree hereunder irrevocably and unconditionally to hold the Promoter harmless from and against any claim, sum, cost, damage or expense (including reasonable legal fees) incurred in connection with any incident, loss or damage arising from or related to the participation in the Contest (and any stage thereof), including by third parties.

45. The Participants expressly acknowledge and agree that the Promoter will in no case be liable to the Participants, as well as to any of their entitled party - for any reason, title or cause - for the following events (and will not be liable for them), insofar as they occur for independent reasons that are outside the reasonable control of the Promoter: (a) any extensions or cancellation of the Contest; (b) any changes to the prizes or the manner in

which they can be used; and (c) issues with the award of prizes (such as a prize that cannot reach the recipient).

46. The Promoter shall not be liable for errors in any network, computer, hardware or software of any kind (except any error resulting from the Promoter's guilty plea or negligence), which may affect the delivery, receipt or the processing of data relating to participation in the Contest, or any requests for participation that may be lost, damaged, received late or unreadable, including loss for technical failure or transmission delays.

47. If the Promoter has reason to suspect that any Participant or a third party has behaved fraudulently or contrary to the spirit of competition (including, without limitation, the manipulation of the Contest, the choice of the winner(s) or an entry, or the creation of multiple registrations in order to participate in multiple competitions where it is not permitted), the Promoter reserves the right (at its sole discretion) to disqualify any Participant, his/her request or any person that the Promoter reasonably believes to be responsible for or associated with such activity. Under no circumstances, shall the Participant be entitled to any compensation, any title or cause.

48. The winner must be in good health and fit to travel and, in that regard, renounce any claim he/she may have against the Promoter for any safety or health problem or issue that may arise during the Final(that is, the enjoyment of the First Prize)

M) PROMOTER'S INTELLECTUAL PROPERTY

49. By completing the registration referred to in paragraph E above, all Participants acknowledge Woody Creek Distillers LLC's rights of economic exploitation, in all possible forms (such as, but not limited to, creative materials, which may include promotional material, cocktail menus, advertising materials, and cocktail booklets), of Participants' Content, including but not limited to:

(i) the recipe(s) of the cocktail(s) presented during the Contest (or stages thereof)

(ii) the name of the cocktail(s) presented during the Contest (or stages thereof)

(iii) the description of the cocktail(s) provided by the Participant, and

(iv) any photographic material of the cocktail(s) presented by the Participant (or made during the Contest (or stages thereof)).

Following the aforementioned transfer of the intellectual and industrial property rights, the Participant will be entitled to participate in the Contest and at any stage thereof

(regional and national final, if selected), and declare that he/she shall have no other claim towards Woody Creek Distillers LLC.

50. Participants acknowledge and agree that Woody Creek Distillers - as well as its affiliated companies, licensors, agents, successors, business partners, or anyone authorized by Woody Creek Distillers - (“ **Rights-holders**”) may film, photograph and/or, in any event, record, by any means, the Participants during the Contest.

51. The Participants guarantee hereunder to Rights Holders the right to use, without any time limits, anywhere and without further consideration (in addition to the right to participate in the Contest and at any stage thereof, as well as for the First Prize and the Final Award eventually won), any photo, video, image or other recorded media or portraits for advertising purposes, promotions or other commercial purposes in connection with Woody Creek Distillers LLC. proprietary products, advertising of the Contest or future events of such nature, in advertising campaigns of the group to which Woody Creek Distillers LLC. belongs, on social media or other forms of online media and/or other promotional activities to which Woody Creek Distillers LLC. belongs. Participants also grant Woody Creek Distillers LLC. permission to show their name and image throughout the Contest on each media and every channel now known or later developed. All stated above, in any case, is compliant with the provisions of the privacy policy.

52. Woody Creek Distillers LLC. reserves the right to modify the name of the cocktail(s) if it deems it inappropriate, inconsistent with Woody Creek Distillers LLC image and the brand image, and the Participant agrees to provide his/her consent, unless the proposed modification is deemed detrimental to the Participant's image. In this case, the parties undertake to identify a name that is considered appropriate by both; if consent is not granted by the Participant within *15 working days*, such consent will be understood to have been tacitly granted by the Participant.

53. In light of the foregoing, by accepting the Rules, the Participants expressly waives all rights that may or may not concern – or that may be related to – the approval of the final material or copies of which Woody Creek Distillers LLC. or Rights Holders will use, in a manner deemed most appropriate.

54. All intellectual property rights and databases, any printed material, online or offline articles, or videos depicting Woody Creek Distillers excluding the so-called "User Generated Content", including, without limitation, trademarks, drawings, logos , texts, images, audio and video materials, and software (including code, interface, and web site structure) (" **Materials**") are the property of the Promoter (or its affiliates, agents or partners).

55. The Materials are protected by the law and covered by intellectual property all over the world.

56. All rights are reserved and it is prohibited to remove any copyright or other property rights from any material.