

Official Rules

Welcome the Clonakilty Fever-Tree Competition (the “Competition”).

This is an opportunity to let your imagination and creativity shine. To enter, you will need to create an original recipe that showcases you as a bartender and your passions around all you do. You will also need to create a 90-second video in which you share your inspiration and interests. We want to get to know you! Give us a glimpse into your life, tell us what you’re passionate about and how you bring your passions alive in the cocktail. In other words, make the judges want to not just hear more, but taste more! Here’s what you need to know, step-by-step.

Eligibility

1. BARTENDERS

The Competition is open only to individuals who (a) work in the states of Massachusetts, New Hampshire, and Rhode Island, (b) are at least twenty-one (21) years old as of the date of entry, (c) work in a on-premise establishment in Massachusetts, New Hampshire, or Rhode Island at the time of entry, and (d) be eligible for travel to Ireland.

2. EXCLUSIONS

Individuals who are full- or part-time employees of MINKE®, CLONAKILTY®, FEVERTREE®, and the Judges at the time of entry, as well as the immediate family (spouse, parents, siblings, and children), and household members of those employees or Judges, are not eligible to enter.

Stage 1: Online Entry

3. HOW TO ENTER

Visit clonakiltyfevertree@gmail.com (the “Website”) and follow the instructions on that page. You will be required to submit a cocktail recipe and a 90-second video that meet the requirements described below. Together, the recipe and the video constitute your “Entry.” Entries must be received by May 15, 2020, and there is a limit of one (1) Entry per person.

A. Recipe Requirements: Your recipe must be replicable and meet the following requirements:

- Recipes must be expressed in fluid ounces, divided in respectively customary measurements (.25 oz, 0.5 oz., 1 oz., 2 oz., etc.), with dashes and/or drops being the smallest quantities.

- The base spirit for the recipe must be MINKE® Gin or any representation of the CLONAKILTY® Whiskeys.
- The cocktail must also use one FEVERTREE product.
- You can use as many ingredients as you like.
- The content of the cocktail must be between 3 oz. and 11 oz. (including dashes and drops).
- Ingredients must be safe for human consumption and easily replicable.
- You must specify a name for your recipe.
- The name may not include any copyrighted or trademarked material or any retailer's name, except that you may use the MINKE®, CLONAKILTY®, FEVERTREE® brand in the name.
- Within 10 days of submission, a confirmation email will be sent that the cocktail and the candidate has been approved

B. Video Requirements: Your video must meet the following requirements:

- The video cannot be longer than 90 seconds. For every second over 90 seconds of video, you will lose 2 points from the overall video score. Must be in landscape vantage point.
- The video can be shot on your smartphone or other device.
- The video should showcase your imagination, story-telling, overall presentation skills, and knowledge of MINKE®, CLONAKILTY®, and FEVERTREE®.
- Don't make your drink and tell us what's in it – Tell us what inspires you. Show us what is your creative outlet outside of bartending and put it on display.
- Videos cannot contain trademarked, copyrighted or intellectual property of third-parties.
- Videos must be an original creation and not have been used in previous media, competitions or other publications.
- Your video may not: (a) be targeted to people under twenty-one (21) years old; (b) feature anyone who is under twenty-one (21) years old; (c) encourage, condone, promote, or glamorize under-age, excessive, or irresponsible consumption of alcohol products, drunk driving, or any behavior considered to be anti-social, illegal, or immoral or suggest that the consumption of beverage alcohol will lead to social or sexual success; (d) violate anyone else's rights, including their copyrights, trademark rights, or rights of privacy or publicity; or (e) reflect poorly on MINKE®, CLONAKILTY®, or FEVERTREE®. In addition, your Entry must comply with the Code of Responsible Practices for Beverage Alcohol Advertising and Marketing of the Distilled Spirits Council of the United States, Inc.

C. Regions: Each entrant will be assigned to a region contingent on where they reside (Massachusetts, New Hampshire, or Rhode Island).

4. JUDGING

Judges will review each Entry and score it based on the criteria set forth below. The judges will select Preliminary Semi-Finalists from the Massachusetts Region; from the Rhode Island Region; from the New Hampshire; and one (1) Wild Card, who will be highest scoring entrant who was not selected from any Region.

A. Recipe Criteria: The following criteria will account for 60% of the score:

- **Originality:** 15 points. The recipe should be uniquely yours.

- **Imagination:** 25 points. This measures how well a cocktail demonstrates a creative cocktail concept and how well it uses modern, experimental techniques, ingredients, flavors, and flavor combinations in the execution of the cocktail/mixed drink.
- **Concept/Story:** 5 points. This measures the ability to bring the cocktail's story to life.
- **Integration:** 15 points. How the uniqueness of Whiskeys or Gin comes through on the cocktail

B. Video Criteria: The following criteria will account for 40% of the score:

- **Imagination:** 15 points.
- **Presentation:** 15 points.
- **Concept/Story:** 5 points.
- Knowledge of MINKE®, CLONAKILTY®, or FEVERTREE®: 5 points.

5. NOTIFICATION OF PRELIMINARY FINALISTS

CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY will notify all Preliminary Semi-Finalists by July 15, 2020 and invite them to participate in the Local Region competitions.

Stage 2: Local Market/Region Competition

6. BAR VISITS

If you are a Preliminary Semi-Finalist, CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY will arrange a visit to your bar between July 24, 2019 and August 28, 2019 by one or more Judges. During the visit, you will be asked to create two (2) full-sized servings of your recipe during normal business hours. (Alternate arrangements may be made on an individual basis, and at CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY sole discretion, if that is not possible.)

7. JUDGING

Judges will evaluate each Preliminary Semi-Finalist based on the criteria set forth below. The judges will select up to Twelve (12) Semi-Finalists from each Region.

- **Hospitality:** 5 points.
- **Balance:** 5 points.
- **Flavor:** 5 points.
- **Imagination:** 5 points.
- **Appearance:** 5 points.

8. SEMI-FINALIST REQUIREMENTS

CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY will notify Semi-Finalists by August 30, 2019 by email. Each Semi-Finalist may be required to complete and return a declaration of eligibility, and a

liability/publicity release. CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY reserves the right (in its sole discretion) to disqualify a Semi-Finalist if he/she does not sign the necessary forms within five (5) days of the date notification is sent. If a Semi-Finalist returns these documents on time, and at CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY sole discretion, he/she will be invited to participate in the Semifinals.

Stage 3: Semifinal Competition

9. SEMIFINAL COMPETITION

Semifinal round will precede the final round. Each Semi-Finalist will be invited to the Semifinal Competition. Guests may attend the competition based on space limitations. Once contestants enter the staging area, they may not be coached or assisted in anyway. The invitation will include location, time report time, guest details, and any additional rules or details required. Semi-Finalists will be responsible for tax, travel, meals, and the cost of incidental expenses.

10. SEMIFINAL ROUND

The Semifinal and Final Round will take place over between September 9, 2020 and September 24, 2020. See the website for specific dates and times. During the Semifinal round, the Semi-Finalists will compete against each other by presenting and making three (3) full size cocktails of their submitted. The challenges will be judged according to the criteria disclosed at the event. The judges will select up to Six (6) Finalists based on scores.

Stage 4: Final Round

11. FINAL ROUND

Final Round will commence upon naming of Finalists. A brief break for re-staging and media coverage may take place.

12. FINAL COMPETITION

During the Finals, the Finalists will compete against each other in a clear and dark spirit cocktail challenge plus the Creative Challenge. As part of the Creative Challenge, the Finalists will present their creative idea to the judges. All of the challenges will be judged according to the criteria disclosed at the event. The judging panel will pick one (1) Grand Prize winner based on the scores. If a tie occurs, a second creative challenge will be used to break the tie. The decision of the judging panel is final.

13. GRAND PRIZE

One (1) CLONAKILTY DISTILLERY will provide coach-class airfare and accommodations. The schedule will be dictated by CLONAKILTY DISTILLERY with consideration for the winner's availability. As part of the grant, the Grand Prize winner will have the opportunity to collaborate with CLONAKILTY DISTILLERY and FEVER-TREE in promotional events, products, and interviews. CLONAKILTY DISTILLERY will have a right of first refusal for commercialization of the idea. Additional details will be provided at the time of the award.

14. MEDIA EXPOSURE

The Grand Prize winner will be featured articles, publications, and on social media. The Grand Prize winner may be filmed during these activities and CLONAKILTY FEVER-TREE COMPETITION, CLONAKILTY DISTILLERY , or FEVER-TREE may use the footage for promotional purposes.

General Terms

15. SUPPLIES

For all stages, CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY , as applicable, will supply CLONAKILTY and FEVERTREE products. Contestants are required to supply all other ingredients and equipment.

16. AGREEMENT TO TERMS AND CONDITIONS

By participating in this Competition, you indicate your unconditional agreement to these Official Rules and CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY's decisions, as applicable, which are final and binding. Moreover, by participating, you represent that you are complying with any policies your employer may have regarding participation in competitions of this nature. You cannot win a prize unless you comply with all requirements set forth herein. CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY reserves the right to change these Official Rules at any time, without prior notice. Any changes will be posted on the Website.

17. BACKGROUND CHECK

CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY reserve the right (at any point and in its sole discretion) to disqualify any individual if, based on the results of a background check -or on an individual's other actions or statements -if CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY concludes that the individual will not be a good representative for the CLONAKILTY DISTILLERY or FEVERTREE® brand.

18. RIGHTS TO ENTRIES

By entering, you irrevocably: (a) grant CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY, FEVERTREE, and each of their agents, licensees, and assigns (collectively, the “Rights Holders”) the unconditional and non-exclusive right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude the Rights Holders’ use of your Entry, as outlined above, or require any further permission for the Rights Holders to use the Entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Rights Holders on the grounds that any use of the Entry, or any derivative works, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, and moral rights.

19. PUBLICITY

Except where prohibited, by participating in the Competition, you agree that the Rights Holders and any media attending events related to the Competition may use your name, likeness, voice, opinions, photographs, your video submission, event related audio-visual footage, recipe, biographical information, state of residence, and/or any other record of your participation in the Competition for promotional purposes in any press releases, advertisements, television, radio, film, documentary, internet, social media, or in any other publication or media without further payment or consideration and to license the right to use such intellectual property to others. You may be required to sign additional releases regarding publicity.

20. PRIZE DETAILS

You responsible for paying any taxes, including income taxes and any and all other costs and expenses not listed in the Official Rules. You may be required to provide a Social Security Number for tax reporting purposes. Any prize details not specified above will be determined by CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY, in its sole discretion. The actual value of the trips will vary depending on various factors, including the date of booking, the point of departure, and dates of travel. A prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY reserves the right to substitute a prize (or component thereof) with another prize (or

component thereof) of equal or greater value if the prize is not available for any reason, as determined by CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY, in its sole discretion. You must travel on the dates specified by CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY. Once travel documents are issued, travel arrangements cannot be changed. If you cannot travel on the dates specified by CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY, as applicable, you will not be permitted to compete in the next stage of the Competition. You are responsible for securing passports, visas, and any other documents necessary for international travel. If the Competition is canceled, no prizes may be awarded.

21. GENERAL CONDITIONS

In the event that the operation, security, or administration of the Competition is impaired in any way, CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY may, in its sole discretion, either: (a) cancel or suspend the Competition to address the impairment and then resume the Competition; or (b) award the prizes according to the criteria set forth above from among the eligible entries received up to the time of the impairment.

CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Competition, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Proof of sending any communication to CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY by mail shall not be deemed proof of receipt of that communication by CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY. The Competition is subject to federal, state, and local laws and regulations and is void prohibited. You agree that, while participating in the contest and in your private life, you will not commit an offense involving moral turpitude or engage in activities that may create public scandal, disrepute, widespread contempt, public ridicule, to harass, embarrass, offend, insult or denigrate individuals or groups, or damage the person or property of others, that you will treat all other contestants and Judges and related competition personnel with respect and that you will drink responsibly. Travel, creative grants, and cash prizes will be taxable to contestants and you should expect to receive a Form 1099.

22. RELEASE AND LIMITATIONS OF LIABILITY

By participating in the Competition, you hereby release and hold harmless CLONAKILTY FEVER-TREE COMPETITION OR CLONAKILTY DISTILLERY, FEVERTREE and each of their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and

against any claim or cause of action arising out of participation in the Competition or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Competition; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Competition or the processing of Entries; (f) injury or damage to yourself and your property and/or (g) injury or damage you cause to other persons or property. You further agree to defend, indemnify, release, and hold the Released Parties harmless from any claims related to your participation including damage to other persons and property and from any claims that their use of your Entry (as contemplated in these Rules) violates or infringes upon the rights of any third party. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

23. DISPUTES

Except where prohibited, all disputes arising out of or related to these rules, the Competition or any other matter shall be resolved through binding arbitration filed and heard in Boston, Massachusetts pursuant to American Arbitration Association Rules using a single arbitrator. Each contestant waives any rights to challenge this forum and venue or the application of Massachusetts law. Should this arbitration agreement be held non-enforceable or in order to enforce an arbitration award, each contestant irrevocably submits and consents to the jurisdiction and venue of the courts located in Boston, Massachusetts and waives and objection that such forum is inconvenient. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, your rights and obligations, or the rights and obligations of CLONAKILTY FEVER-TREE COMPETITION or CLONAKILTY DISTILLERY in connection with the Competition, shall be governed by, and construed in accordance with, the laws of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Massachusetts. Each contestant agrees that any claim or dispute related to the Competition shall be conducted only on an individual basis and not in a class, collective or representative action or as a named or unnamed member in a class, collective, consolidated or private attorney general action.

24. SPONSOR

The Competition is managed by CLONAKILTY DISTILLERY and ARAGON GROUP. Any additional sponsors or partners may be named at the discretion of the Competition.