

## OFFICIAL RULES

### **OLD FASHIONED COCKTAIL CONTEST - UK PRESENTED BY ELIJAH CRAIG BOURBON**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO PURCHASE OR CONSUMPTION OF ALCOHOL IS REQUIRED TO PARTICIPATE OR WIN.**

#### **PROMOTER**

- The Sponsor is Heaven Hill Distilleries, Inc. 1064 Loretto Rd, Bardstown, Kentucky, 40004, USA (“Sponsor”).
- Proof Drinks, 41 Great Portland Street, London, W1W 7LA (“Promoter”) is responsible for administrative aspects of the Contest (including technical support and prize management, etc.) of behalf of the Sponsor.
- For questions or comments, the Promoter can be emailed at [info@proofdrinks.com](mailto:info@proofdrinks.com).

These are the official rules (“Official Rules”) of the “A New Era of the Old-Fashioned” Cocktail Contest presented by Elijah Craig Bourbon (the “Contest”) and sponsored by Heaven Hill Distilleries Inc. (“Sponsor”). This Contest is open to distilled spirits industry experts and hospitality professionals, subject to the requirements and restrictions of these Official Rules and applicable law.

By registering for or entering the Contest, you acknowledge and agree that Sponsor(s), their affiliates, agents and assignees have full permission and authority to use, publish and display perpetually and throughout the world: your name, voice, photograph or other likeness, and biographic information, as well as your cocktail name, cocktail recipe, and/or photographs or other imagery or depiction of your cocktail for advertising, marketing, publicity or any other commercial or noncommercial purpose(s) whatsoever, including but not limited to press, social media, digital media and/or activation, and any other promotional activation for Elijah Craig Bourbon or other Sponsor products, without any obligation of payment to you.

#### **CONTEST ELIGIBILITY**

- Contestants must be a lawful permanent resident or citizen of the United Kingdom.
- Contestants must be at least eighteen (18) years of age or older at the time of entry.
- Employees, owners, officers, members, or directors of, or any immediate family member (e.g., spouses, parents, siblings, children and each of their respective spouses) or person living in the households of: (a) the Sponsor or parent, subsidiary, or affiliated company of a Sponsor; (b) the Promoter or parent, subsidiary, or affiliated company of the Promoter, (c) The Drinks Trust; (d) any licensed beverage alcohol retailer, distributor, wholesaler, or supplier, or a parent, subsidiary, affiliate, agent, or advertising or promotional agency of such a retailer, distributor, wholesaler, or supplier are not eligible to enter.

The Contest is: (a) governed by these Official Rules; (b) subject to all applicable English laws and regulations. In the event that the Contest is challenged by any legal or regulatory authority, Sponsor

reserves the right to discontinue or modify the Contest, or to disqualify contestants residing in the impacted jurisdiction or geographic area. In such event, Sponsor shall have no liability to any contestants who are disqualified due to such an action.

- The Contest, and any websites, social media pages, and advertisements related thereto, are intended for viewing only in the United Kingdom.
- By entering the Contest, you agree that you have read and consent to be bound by these Official Rules and Sponsor's privacy policies available at <https://oldfashionedweek.com/cocktail-contest> ("Contest Website")
- Official Rules and the Sponsor's privacy policies at the time of submission

### **CONTEST PERIOD:**

The period for the Contest begins on **Wednesday , September 11, 2024 at 12:01:00 AM UK-time** ends on **Wednesday, November 1, 2024 at 11:59:59 PM UK-time** (the "Contest Period") and is designed to give eligible contestants the opportunity to win a Prize (as defined below) in accordance with these Official Rules. For purposes of these Official Rules, all times are given in UK-time. The Contest Website is the official timekeeping device for this Contest. All submissions must be submitted to the Sponsor during this Contest Period in order to be included for consideration and judging.

### **HOW TO ENTER:**

There is one (1) way to enter:

Visit <https://oldfashionedweek.com/cocktail-contest> and complete the submission form which requires Contestants to :

1. Complete the online registration page;
2. Submit an original recipe for an Old-Fashioned cocktail using Elijah Craig Small Batch Bourbon or Elijah Craig Straight Rye Whiskey and following the Submission Requirements (defined below); and
3. Submit a colour image (jpeg, png) of the entrant's Old-Fashioned cocktail.
4. Submit an explanation of the inspiration for your thought process behind the cocktail

Following the deadline submission of Round 1 of the Competition on November 1, 2024, ten (10) participants will be shortlisted to advance to Round 2 and will be notified on November 15, 2024. ALL ENTRANTS will be notified if they have been successful or not. The ten (10) successful entrants will be required to submit a video showcasing their cocktail creation. Videos must be sent via email/WeTransfer link to [jonathan@proofdrinks.com](mailto:jonathan@proofdrinks.com) in a readable format (e.g. mp4). The video must be received by Friday, December 13, 2024, 23:59 UK-time. Successful transmission of the video entry is the sole responsibility of the Entrant and the Sponsor and the Promoter shall bear no responsibility for unsuccessful transmission of a video entry.

**Each submission must align with these official rules and follow the Submission Requirements ("Submission Requirements") below to be considered by the judges:**

## SUBMISSION REQUIREMENTS:

- Each submission must be in English and must not have been previously submitted in any other contest or published in any medium.
- Each submission shall include; (i) a list of ingredients; (ii) preparation notes including glassware, garnish, ice (if applicable), detailed sub-recipes (if applicable), and presentation; (iii) An original name for the original cocktail; (iv) an image of the prepared original cocktail; (v) an explanation of the inspiration or your thought process behind the cocktail; and (vi) all required personal information as requested on the online submission form.
- Submissions must not allude to the overconsumption or irresponsible consumption of beverage alcohol.
- The submission must include an original, new cocktail recipe that is a version of the Old Fashioned Cocktail.
- Cocktail recipes must be an original and include detailed instructions for build, preparation, and mixing. Please specify brand(s) for any ingredients.
- The original recipe must be the product of one's own mind and is not a copy or imitation.
- The Old Fashioned recipes must be submitted in millimeters, drops and/or dashes (with dashes and drops being the smallest quantities) and contain no more than 60ml total combined alcoholic ingredients, and the total volume of the ingredients shall not exceed 150ml.
- The recipe must contain at least 25ml total of Elijah Craig Small Batch Bourbon or Elijah Craig Straight Rye Whiskey.
- Any house-made ingredient must include details for the recipe and method used to make that ingredient.
- Submissions may not contain any ingredients which are dangerous, volatile, poisonous, or otherwise unsafe for human consumption.
- Submissions may be shaken, stirred, built, or the like but must be produced in a manner that is consistent with the recognised industry standard of an Old Fashioned recipe
- Any submission that fails to meet the Sponsor's Submission Requirements may be disqualified at any time in Sponsor's sole and absolute discretion.
- 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.
- 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 in the sole opinion of the Sponsor may not be submitted and may be disqualified at any time in Sponsor's sole and absolute discretion. 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 absolute discretion.

- 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.
- You may not be, nor may you work with parties in conjunction with your submission 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; (2) under eighteen (18) years of age; or (3) 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.

Sponsor reserves the right in its sole and absolute discretion to disqualify any submission it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decisions of the Sponsor on this and all matters pertaining to the Contest shall be final and binding.

#### Video Submission

- Must be no longer than 5 mins in length, contain a verbal explanation of the cocktail being created, and the story behind your recipe inspiration.

#### Copyright and Trademark:

- Participants must ensure that all content in the video, including the cocktail recipe, visuals, and music, is their original work or that they have obtained the necessary rights from the copyright or trademark owner in writing.
- If the video includes any third-party materials (e.g., music, footage), participants must provide evidence of proper licensing or permission to use such materials.

#### Intellectual Property:

- The cocktail recipe itself is considered intellectual property. Participants should protect their recipe by avoiding public disclosure or sharing it with unauthorised individuals.
- The video content, including the visuals and editing, may also be considered intellectual property. Participants should take steps to protect their rights, such as registering copyrights or trademarks.

#### Privacy and Publicity:

- If the video features individuals other than the participant, they must obtain their informed consent before including their likeness or voice.
- Participants should be aware of their rights to publicity and ensure that their image is not used in a way that is harmful to their reputation.
- Entrant must be able and willing to remove appearance or likeness of individuals other than the Entrant, should that individual withdraw their consent to appear at any time.

#### Defamation and Libel:

- Participants must avoid making false or defamatory statements about individuals or organisations in their videos.
- Participants must avoid making misleading or false claims about products or services.

**Safety and Responsibility:**

- Participants must demonstrate safe practices when preparing and consuming cocktails. This includes avoiding excessive alcohol consumption and ensuring that all participants are of legal drinking age (18 years and older)
- Participants should promote responsible alcohol consumption and discourage harmful behaviours.

**LIMIT OF ONE SUBMISSION PER PERSON, REGARDLESS OF METHOD OF SUBMISSION DURING THE CONTEST PERIOD. DUPLICATE SUBMISSIONS FOR A SINGLE INDIVIDUAL WILL BE DISQUALIFIED.**

**JUDGING – Round 1**

Upon submission, valid Submissions will be reviewed and scored by the following Sponsor judges (“Judges”), based upon the scoring criteria set forth below:

- Heaven Hill’s European Brand Educator & Ambassador
- Heaven Hill’s UK Brand Ambassador (South)
- Heaven Hill’s UK Brand Ambassador (North)

**Scoring:**

- “FLAVOUR” - Balance, flavor, aroma, and character (50%)
- “INNOVATION & CREATIVITY” - Recipe creativity and written inspiration behind the concept (20%)
- STORY behind your recipe inspiration (15%)
- “COCKTAIL NAME” - Cocktail name (5%)
- “APPEARANCE & PRESENTATION” - Appearance and presentation (10%)

IN THE EVENT OF A TIE BETWEEN TWO OR MORE SUBMISSIONS, THE SUBMISSION WITH THE HIGHEST SCORE IN THE JUDGES SOLE OPINION IN THE “FLAVOUR” CATEGORY SHALL BE DECLARED TO BE THE WINNER.

DISCLAIMER - those who go through to round 2 must present the exact same cocktail as round 1. Failure to do so will result in immediate disqualification.

**JUDGING – Round 2**

Upon submission, valid Submissions will be reviewed and scored by the following Sponsor judges (“Judges”), based upon the scoring criteria set forth below:

- Heaven Hill’s European Brand Educator & Ambassador
- Difford Guide’s Founder & Editor, Simon Difford

**Scoring:**

- “FLAVOUR – Balance (10%), flavor (10%), aroma (10%), and character (10%), innovation

- (10%) TOTAL: 50%
- VIDEO JUDGING: Appearance & presentation (25%), Story (15%), Name (10%) TOTAL: 50%

THE ODDS OF WINNING WILL DEPEND ON THE QUALITY AND NUMBER OF THE SUBMISSIONS SUBMITTED. THIS IS A CONTEST, NOT A GAME OF CHANCE.

By entering the Contest and submitting a submission, contestants agree and consent to be bound by these Official Rules and the decisions of the judges and Sponsor, which shall be final, and to waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to modify, amend, or otherwise change these Official Rules in its sole and absolute discretion without further obligation or advance notice to the contestants.

Any submissions attempted through the use of agencies, or robotic, repetitive, automatic, programmed or similar methods will be void. Any attempt by a person to use multiple email accounts or identities to gain more submissions than permitted by these Official Rules shall result in disqualification at the sole discretion of the Sponsor. In the event of a dispute regarding the identity of the person submitting a submission, the submission will be deemed to be submitted by the "authorized account holder" associated with the email address at the time of submission, which must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned an email address by the service provider or other organization that's responsible for assigning email addresses. Potential winners may be required to provide evidence (to the Sponsor's satisfaction) that they are the authorized account holder of the email address associated with a winning submission. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to the Sponsor's satisfaction, the affected submission will be deemed ineligible. Submissions and other submitted material become the sole property of Sponsor and will not be acknowledged or returned.

## **INTELLECTUAL PROPERTY**

By submitting a submission, an entrant agrees all intellectual property rights to the submission will become the sole and exclusive property of Sponsor immediately upon submission by the entrant. As a condition of submission, entrant further 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 Contest via communication to the public, including, but not limited to the right to make copies, screenshots, derivative works, animations, photographs, drawings or other depictions, and/or video clips publicly available for promotional and publicity purposes. Furthermore, by participating in the Contest and/or accepting the Prize each entrant grants (and agrees to confirm that grant in writing) to Sponsor and/or Sponsor's designees the perpetual, worldwide, irrevocable, royalty-free right to use his/her name, biographical information, photos and/or likeness, and statements, as well as the cocktail name, cocktail recipe, and/or a photograph or other image or depiction of the cocktail, for any and all promotion, trade, marketing, commercial, non-commercial, advertising, and/or publicity purposes, at any time or times, in all media now known or hereafter discovered without notice, review or approval and without compensation or any kind to entrant, except where otherwise prohibited by law.

## WINNER SELECTION AND CONDITIONS OF PARTICIPATION

The panel of two (2) judges will review the submissions and select the Grand Prize Winner (“Winner”). The winner will be announced on Friday 20<sup>th</sup> December, via phone call. Following due diligence, the winner will receive their prize by 30 days.

By submitting your personal information to enter the Contest you agree that the Sponsor and/or Promoter may at its discretion use your name and/or social media platform handle as well as the venue name, for the purposes of public announcements, which shall include reposting of your entry and tagging you, on social media platforms including but not limited to Instagram and Facebook. In addition the company may use any of these social media details, name and photos of the venue in print media and online to be chosen at our discretion.

By entering the Contest, participants acknowledge that the Sponsor and Promoter, and any agencies acting on their behalf, will process the personal data submitted by the participants (such as name, address, email address and telephone numbers) for the purpose of running this promotion; including displaying their name online, administering the prizes and publicising the Winner’s name elsewhere.

Prizes are not transferable. Taxes on a Prize are the sole responsibility of the 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 or otherwise in its sole discretion. Sponsor shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. Submission into this Contest constitutes entrant’s agreement to be bound by the terms of these Official Rules and by the decisions of the judges and of the Sponsor, which are final and binding on all matters pertaining to this Contest.

Judges’ decisions with respect to the Winner and other matters pertaining to the Contest shall be final. Selected Winner will be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within 72 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 based upon the next highest scored submission. 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 the alternate potential Winner whose submission achieved the next highest overall score in the judging criteria as determined by the Judges in their sole discretion. If the confirmed Winner forfeits the Prize for any reason after confirmation, no alternate Winner will be selected. In no event will more than one Prize be awarded.

The selected Winner may be subject to a background check before the prize is awarded. Sponsor reserves the right to disqualify a selected 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 or violate any applicable laws and regulations. By accepting the Prize, the Winner 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.

**Sponsor reserves the right to disqualify any Winner and rescind any prize for any violation of these Official Rules or as required by state or federal law, rule, regulation, or other directive. Sponsor also reserves the right to disqualify any Winner, rescind or revoke any prize, and/or choose a different Winner should any Winner fail to live up to the Winner's obligations as set forth in these Official Rules that are a condition to entering the Contest or winning a Prize. Selected Winner will be notified by email, phone, text message, and/or verbally in person (if at a live event) in Sponsor's sole discretion and may be asked to provide necessary information (including without limitation) as first and last name, email address, mailing address, and/or phone number) to Sponsor. Sponsor shall bear no liability or responsibility of payment to any Winner for whom such Prize has been revoked as set forth herein.**

#### **PRIZE:**

Winner shall be eligible to win the following prize (individually and collectively a "Prize" or "Prizes"):

##### **Grand Prize ("Prize"):**

- £1,000 cash prize to be paid to the Winner by cheque or wire transfer, at Sponsor's discretion.
- The Winner will also have their Old Fashioned recipe featured and credited on Diffordsguide.com: the world's best and biggest guide to cocktails, spirits and liqueurs.

Approximate Retail Value ("ARV") of the Prize is £1,000

Prizes are tax free, so you will receive the advertised payout. You may, however, be liable to pay tax on any interest that the prize money accrues while it is in your bank account.

**Neither Sponsor nor Promoter shall bear any responsibility, nor shall either party be liable to account to a Winner for tax liability arising as a result of winning the Prize.**

#### **RELEASE:**

By making a submission, contestants acknowledge that Sponsor and its representatives assume no liability for the use, publication, and/or broadcast of the submission submitted, and contestants agree to indemnify, defend and hold Sponsor and/or their representatives harmless from any trademark, copyright infringement, intellectual property, personal privacy or right of publicity claims, or other proceedings arising therefrom.

Accordingly, by participating in the Contest, contestants agree to release Sponsor, The Drinks Trust, 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 directly or indirectly out of or in connection with their participation in this Contest or with respect to awarding, receipt, possession, use and/or misuse of any Prize. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of a Prize. An entrant may be prohibited from participating in this Contest if, in Sponsor's sole and absolute discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other contestants, Released Parties, or associated agencies or entities.

#### **DISPUTES:**

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with the Contest 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 England and Wales. 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 Contest, shall be governed by, and construed in accordance with, the laws of England and Wales.

#### **WARRANTY AND INDEMNITY:**

Each entrant represents and warrants that at the time of submission, their submission is original, that they are the sole and exclusive owner and right holder of the of the content submitted, or that they otherwise possess all rights, licenses, and/or permits necessary to submit the submission, and any content contained therein, in the Contest. Each entrant further represents and warrants that their submission does not (1) infringe any third-party proprietary, intellectual property, industrial property, 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 entrant; or (3) otherwise violate any applicable law. To the maximum extent permitted by law, each entrant 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 an entrant.

#### **ELIMINATION:**

Any false information provided within the context of the Contest 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 Contest. Sponsor further reserves the right to disqualify any submission that it believes in its sole and absolute discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.

#### **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.

## **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 submission 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 submissions or other information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, war, strike, natural disaster, state of emergency or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest 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 submissions received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the submission process or the operation of the Contest or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.**

## **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.

## **WINNERS' LIST:**

For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by Monday January 30, 2025 (at least 90 days after the Contest end date) Proof Drinks LTD, 180-182 Bermondsey Street, London SE1 3TQ Attention: A NEW ERA OF THE OLD FASHIONED COCKTAIL CONTEST presented by Elijah Craig, Winner's List Request.

Elijah Craig is a registered trademark of Heaven Hill Distilleries, Inc.

Trademarks, service marks or copyrights, as applicable, of each of The Drinks Trust, as applicable, are proprietary to The Drinks Trust. All rights reserved. The Contest is in no way sponsored, administered, offered, produced or executed by The Drinks Trust