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## DOMAINE DE CANTON, UK BARTENDER OF THE YEAR 2012 OFFICIAL RULES

### 1. CONTEST DESCRIPTION

LIMIT ONE (1) ENTRY PER PERSON. THE 2012 DOMAINE DE CANTON BARTENDER OF THE YEAR AWARDS CONTEST (“CONTEST”) IS A SKILL CONTEST IN WHICH CONTESTANTS COMPETE TO RECEIVE PRIZES BY SUBMITTING A COCKTAIL RECIPE USING DOMAINE DE CANTON AS A BASE OR CO-BASE. THE CONTEST BEGINS ON JANUARY 1<sup>st</sup> 2012 AND ALL APPLICATIONS MUST BE SUBMITTED ONLINE NO LATER THAN MIDNIGHT ON FEBRUARY 10<sup>th</sup> 2012

### 2. ELIGIBILITY

THE CONTEST IS OPEN TO ALL LEGAL RESIDENTS, AGE 18 AND OVER, OF THE UNITED KINGDOM VOID WHERE PROHIBITED OR RESTRICTED BY LAW. To be eligible, a contestant (“Contestant”) must be employed as a bartender by a commercial bar or food service establishment on the date of entry, must have a valid passport, and must be willing and able to travel outside of the United Kingdom by air. Neither members of the judging panel, nor employees, officers, or directors of Sponsor (defined below), its subsidiaries and affiliated companies, and their immediate families and those living in their households are eligible to enter the Contest. If the Contestant is entering as part of a company or on behalf of his/her employer, these rules (“Official Rules”) are binding on the Contestant, individually, and on his/her employer. If the Contestant would be acting within the scope of his/her employment, as an employee, contractor, or agent of another party, then by his/her participation the Contestant warrants that such party has full knowledge of his/her actions and has consented thereto, including his/her potential receipt of a prize. By participating in the Contest, Contestant warrants that his/her actions do not violate his/her employer’s or company’s policies and procedures.

### 3. HOW TO ENTER

To enter the Contest, submit your entry to [declan@specialitybrands.com](mailto:declan@specialitybrands.com). This must include (1) original cocktail recipe (“Recipe”); and (ii) the Contestant’s name, date of birth, residence address, employer’s name and employment position, e-mail address. The Application must be submitted Online no later than midnight on 10<sup>th</sup> February 2012. The Recipe must be an original cocktail recipe created by the Contestant. In creating the Recipe the Contestant must use Domaine de Canton “Ginger Extraordinaire” as the primary spirit to prepare a cocktail. The Recipe must use Domaine de Canton as it was intended, as the base or co-base of the cocktail. Each Recipe must yield one (1) serving, and must include a detailed description of all ingredients used, quantities or proportions of said ingredients, techniques used to prepare the cocktail, presentation and glassware.

LIMIT ONE (1) APPLICATION PER PERSON.

Subsequent entries will be disqualified. The Application, including the Recipe, must be submitted in English. Applications that are in any other language will not be considered. All Applications become the property of Sponsor at the time of submission and will not be returned or acknowledged. Entries are void if they are in whole or in part illegible, incomplete, altered, counterfeit, manipulated, obtained through fraud or lost, late or misdirected, whether or not within Sponsor’s control.

### 4. PRIVACY

To enter the Contest, each Contestant must provide certain personal information in order for Sponsor to process his/her Application. By submitting his/her Application, the Contestant consents to the use of his/her personal information by Sponsor, and agrees to be bound by Sponsor’s privacy policy.

### 5. SPONSOR

Domaine de Canton, (“Sponsor”), located at 175 SW 7th Street, Suite 1609 33130, NY is the sponsor of the Contest.

## 6. JUDGING

The Contest is divided into three (3) rounds of judging: Round (1), Initial Entries; Round (2) UK cocktail competition and Finals Round (3) in French Saint Martin. Round I will be judged by the Sponsor and include additional criteria of in outlet communication and promotion. Rounds (2) & (3) will be judged by a panel selected by the Sponsor (Sponsor and judging panel are collectively referred to herein as the “Judges”). The Judges’ decisions are final with respect to all aspects of the Contest. Recipes will be judged on the basis of flavor, originality, creative use of Domaine de Canton, presentation, technique and style. The judging will take place following the end of the Term. Each entry will be evaluated by the Judges based on the following criteria: Flavor, Originality, Creative use of Domaine de Canton, Presentation, Technique, and Style. In the event of an overall tie, the Recipe that received the highest score from the Judges in the category of “Flavor” will be selected as the winner. In the event of a tie in the “Flavor” category, the winner will be selected based on the higher score from the Judges in the category of “Originality.”

### Round I – Initial Entries:

Round 1 winners with the highest scores will be selected to participate in Round II (described below). The winners of Round I will be notified by e-mail at the e-mail address provided with the Application. If the e-mail notification is returned as undeliverable, the winner will be disqualified and an alternate winner will be selected based on the criteria for the selection of the winners described herein.

### Round II – Cocktail Competition

Entrants selected from Round I will be required to mix his/her Recipe live before the Judges, who will evaluate and score each Contestant’s entry and performance based on the criteria described above. The Contestant with the highest score will go to the Grand Final in St Martin. The winner of Round II will be notified on the day.

### Round III – Finals in Saint Martin:

The Finals will be held in Saint Martin in Spring 2011 (date to be determined.) Each winner of Round II will be required to mix his/her Recipe and perform other specified tasks (TBC) live before the Judges, who will evaluate and score each Contestant’s entry and performance based on the criteria described above. The Contestant with the highest aggregated score from Round III will be the grand prize winner of the Contest. The winner of Round III will be notified the day of the Finals.

## 7. PRIZE

ONLY ONE GRAND PRIZE WILL BE AWARDED. EXACT PRIZES MAY BE SUBJECT TO CHANGE. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE APPLICATIONS RECEIVED AND THE SKILL OF THE CONTESTANTS. Sponsor will award the DOMAINE DE CANTON BARTENDER OF YEAR AWARD and the grand prize of \$10,000 (USD) (“Grand Prize”) to one (1) Contestant. The Approximate Retail Value (“ARV”) of the Grand Prize is \$10,000 (USD). The ARV of each Round I Prize is 0(USD), this is just qualifying you to move on to the next round. Round I winners are responsible for all required travel documents, including passports and/or visa requirements. Winners are responsible for obtaining all forms of insurance, including but not limited to travel insurance, and acknowledge that Sponsor has no obligation to obtain or provide travel insurance or any other form of insurance. No substitution, cash substitution, or assignment or transfer of the prizes is permitted, except by Sponsor for reason of unavailability, in which case a prize of equal or greater value will be awarded at the discretion of the Sponsor. Prizes consist of only those items specifically listed in this Section.

Prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to national laws or regulations. All taxes, costs, and fees associated with the prizes are the sole responsibility of the winners. By entering the Contest, Contestants acknowledge that Sponsor may withhold and pay taxes on behalf of Contestant to the extent required by law. Contestant will be required to provide Sponsor with his/her social security number for purposes of tax reporting and proof of his/her legal residence in the UK, before he/she may claim his/her prize.

## 8. CONDITIONS OF PARTICIPATION

By entering the Contest, Contestant agrees to be bound by the terms of these Official Rules and confirms that he/she meets all eligibility requirements listed herein. Contestant agrees that all UK laws apply. By submitting an Application for the Contest, the Contestant agrees that these Official Rules and the decisions of Sponsor and Judges are final and binding on all matters pertaining to this Contest. Entrants warrant full ownership of Recipe entry and that Recipe entry does not violate rights of any other party.

## 9. LICENSE

By submitting his/her Application, Contestant grants Sponsor and its successors, affiliates and assigns an irrevocable, worldwide, royalty-free, exclusive and perpetual license to use, reproduce, distribute, translate, publicly perform, publicly display and create a derivative work from the Recipe that Contestant submits when entering this Contest. Contestant also agrees to allow Sponsor to publish his/her name in association with the Recipe. In addition, before being declared a winner, each potential winner may be required to sign an assignment of copyright and trademark in favour of Sponsor. Contestant agrees to execute any further documents as necessary to effectuate the preceding license. Also, by submitting his/her Application Contestant gives Sponsor permission to use his/her name, image, Application, and Recipe for marketing and publicity purposes and any other commercial purpose.

## 10. DISCLAIMER AND RELEASE OF LIABILITY

Sponsor is not responsible for any typographical or other error in the printing of these Official Rules, administration of the Contest, or in the announcement of the prizes. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor or its agents. Contestants may be prohibited from participating in this Contest if Sponsor, in its sole discretion, reasonably believes that a Contestant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, or annoys, abuses, threatens, or harasses any other Contestants, Sponsor, or associated agencies. By entering the Contest, the Contestant agrees to hold harmless and releases Sponsor, its affiliates, assigns, its employees, agents and officers, advertising and promotion agencies, licensees, the Judges, as well as all others associated with the development and execution of this Contest, from and against any and all liability, whether arising out of contract, tort, or statute, with respect to or in any way relating to the Contest, the awarding and use of the prizes, or relating to the use, modification, or publication of the Recipe submitted by the Contestant and release all claims relating to the Recipe, including any claims relating to intellectual property or copyright relating to the Recipe, trademark claims and any claims relating to rights of publicity or trade secrets. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for lost, misdirected or incomplete mail.

## 11. GOVERNING LAW

Rounds 1 & 2 will be governed and interpreted by the laws of The UK.

Round 3 shall be governed and interpreted by the laws of the State of Florida, without regard to its conflict of law provisions.

## 12. LIST OF WINNERS

The names of the entrants in the Grand Final will be announced during or about the month of March 2012. The DOMAINE DE CANTON marks, bottle and label, and designs are registered trademarks and service marks exclusively of Sponsor.