

The “Wild Card” – Official Rules

No purchase necessary – Void where prohibited by Law

1. ORGANIZATION

The organizer is the company Pernod Ricard, SA a duly registered company with its registered office at 12 place des Etats-Unis, 75116 Paris, France with VAT number FR 32 582 041 943 (“PR”).

Pernod Ricard SA present and future affiliates and subsidiaries form the Pernod Ricard group of companies (“PR Group”).

PR organizes a contest, called the Wild Card (“**the Contest**”), which is without any obligation to purchase, organized under the terms and conditions hereinafter stated (the “**Official Rules**”).

The Contest is notably being promoted on the Facebook page of the Havana Club Cocktail Grand Prix: <https://www.facebook.com/Havana-Club-Grand-Prix-187187321342909> (the “**Page**” or the “**HCCGP Facebook Page**”).

This Contest is not sponsored, endorsed or administered by, or associated with, Facebook in any way.

The information provided by the participants (the “**Entrants**” or individually the “**Entrant**”) in connection with the Contest is provided to PR and not to Facebook.

The information provided by the Entrants will only be used for the purpose of the Contest.

2. AIM OF THE CONTEST

The Contest gives the Entrants the possibility to be selected to enter and participate in the 2018 edition of the Havana Club Cocktail Grand Prix (the “**HCCGP**”), an international cocktail competition which will more likely take place in Havana, Cuba, the 28th of May 2018 until the 2nd of June 2018.

3. CONTEST PERIOD

The Contest begins at 20:00 pm (C.E.T. - Central European Time) on January 31, 2018 and ends at 12:00 am (C.E.T.) on March 1st, 2018 (the “**Contest Period**”). The official timekeeping device for the Contest is the time indicated through the following URL: http://24timezones.com/world_directory/paris_local_time.php

4. CONDITIONS FOR ELIGIBILITY

The Contest is open to all experienced bartenders who:

- Are of legal age to purchase and consume alcohol in their country of residence, or over at the date of entry;
- Are currently working as an active bartender;
- Are neither employees of PR, nor of its parent, affiliate or subsidiary companies, nor any employee of PR’s relatives, and in particular:
 - any individual who is employed by or performs services for PR (including, but not limited to employees, contractors, directors, officers, interns), or any of its subsidiary, affiliated or successor companies;

- any individual involved in the creation, administration, development, maintenance and execution of the HCCGP;
- any individual involved in the creation, administration, development, maintenance and execution of the Page (including but not limited to web designers, advertising and/or promotion agencies officers, officers, interns);
- any individual involved in the administration, development and execution of this Contest (including but not limited to distributors, web designers, advertising and/or promotion agencies officers, interns);
- the immediate family members of the abovementioned individuals, including without limitation spouses, parents, children, siblings, grandparents and "steps" of each, and those living in the same household of any of the abovementioned individuals.

- Are neither citizens of the United States of America nor residents in the United States of America

The Entrants authorize PR to carry out any necessary checks concerning their identity.

Only one participation can be submitted by each Entrant.

Any false declaration will automatically lead to the disqualification and elimination of the Entrants.

5. CONDITION FOR PARTICIPATION

To enter the Contest the Entrant shall:

- a) Be connected to Facebook under his/her personal account;
- b) Click on the HCCGP Facebook Page which leads to the Contest;
- c) The Entrant shall complete the following information (the "Entrant's Data"):
 - (i) Entrant personal information
 - First Name
 - Last Name
 - Country of Birth
 - Country of residence (if different from country of birth)
 - Date of Birth
 - (ii) Entrant bar information
 - Name of the bar for which the Entrant is working (the "Bar")
 - Bar address
 - Bar phone number

The Entrant personal information and the Entrant bar information are together referred to as the "**Entrant's Data**"

(iii) Entrant cocktail information

For the purpose of the Contest the Entrant shall create a cocktail and enter the following information (together the "**Recipe**")

- Cocktail name
- Cocktail recipe list of ingredients
- Cocktail recipe (how to prepare it)

- Submit one (1) video in English showing how to prepare the cocktail or one (1) picture showing the cocktail prepared following the recipe and uploading them to the Page. No person other than the Entrant should appear on the video or picture. All files shall be submitted in one of the following file formats:

For the video: Youtube link, mp4, avi, mov (MAX 500MB)

For the picture: .jpeg, .png

The rules to be followed are as follows:

- Havana Club Añejo 3 Años, Havana Club Añejo 7 Años or Havana Club Selección de Maestros* (*if available in your market) must be the base ingredient of the cocktail.
 - A minimum of 35cl of the Havana Club base ingredient must be used in the cocktail.
 - Use of Pernod Ricard brands is encouraged but not mandatory.
 - Use of rum brands other than HAVANA CLUB is not permitted.
 - There are no limitations on the total amount of alcoholic beverages products included in each drink.
 - A maximum limit of five (5) complete ingredients can be used for each drink
 - ⇒ Homemade ingredients such as syrups, tinctures, pastes, etc. that are prepared for service prior to the competition can contain an unlimited number of ingredients and that finished preparation will be counted as a single ingredient.
 - ⇒ There will be a 5 points deduction for each ingredient exceeding the five (5) complete ingredient limit.
 - Entrants must use 1 ingredient in their cocktail in two different ways (for example: ORANGE: the juice and a homemade orange bitter. Or GRAPEFRUIT: as a syrup and as a grapefruit flavoured soda).
 - Free pouring or the use of non-branded metric measures are both accepted.
 - The metric system will be used for counting all liquid ingredients in milliliters as well as drops and dashes. Solid ingredients will be counted in units, bar spoons or grams.
 - Any garnish edible and inedible (e.g. fruit, vegetables, herbs, spices, flowers etc.) and presented in good taste will be accepted.
 - No cocktail shall EVER be named after a public figure, whether they're from Cuba or from any other country (eg.: "Fidel Castro Daiquiri" or "El Trump Presidente" or "Hemingway Mojito" or "Michael Jackson Mulata", etc.).
 - ⇒ There will be a 5 points deduction for naming a cocktail after a public figure.
- d. Give his/her agreement to the Official Rules by clicking on the relevant box at the bottom of these Official Rules;

6. RESTRICTIONS

PR will disregard the participation of any Entrants which, among other circumstances:

- encourage the irresponsible consumption of alcoholic beverages, including, without limitation, their consumption by pregnant women and their acquisition and/or consumption by people who have not reached the legal age to do so;
- directly or indirectly disparage in any way the brand image and/or any other image of the PR Group and/or any trademark linked to the PR Group, such as HAVANA CLUB;
- violate any provision of law or the Official Rules;
- are defamatory, politically inappropriate, rude, incite hatred, are pornographic, insulting, indecent, violate the rights of others or morals or public decency in any other way or may not be legitimately presented by the Entrants;
- include files containing any virus, corrupted files and/or any other similar software or program that might interfere with the functioning of other persons' computers;
- comprise commercial offers or requests for donations;
- contain materials not created in their entirety by the Entrants or materials owned by third parties for which consent for use has not been obtained;
- present the Entrant as a representative of PR or PR Group; or
- include any video or picture showing any person other than the Entrant.
- include comments in any other language than English.

Failure to abide by any of the aforementioned conditions will result in the Entrant's immediate disqualification.

7. ENTRANTS WARRANTY

Entrants warrant that the exploitation, use, display or publication of the Recipe via any form of media, will not infringe the rights of any third parties.

In particular, Entrants acknowledge that:

- The Recipe is Entrants' original work;
- The Recipe has not been previously used in any manner and by any means by the Entrant or any third party;
- The Recipe does not infringe any of the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

Entrants shall warrant and indemnify PR and any PR Group company from any claims contrary to or in violation of these warranties.

Entrants shall indemnify and hold PR and any PR Group company harmless from any and all claims, demands, causes of action and judgments (including but not limited to attorney's fees, court costs and expert's fees) arising out of or relating to any breach by Entrants of these Official Rules, including any representations and warranties made herein.

By entering this Contest, Entrants agree to sign and deliver to PR upon its request any document necessary to enforce these Official Rules. Failure of Entrants to comply shall result in the immediate disqualification of the Entrants in the Contest.

8. ENTRANTS' ACKNOWLEDGMENTS

By uploading the Recipe, Entrants agree and acknowledge that no compensation will be paid to them for any reason whatsoever including, but not limited to, entering this Contest.

Entrants acknowledge that their Entrant's Data may be posted, after the end of the Contest Period and for a maximum of 5 years, including but not limited to on the Page or any Havana Club media, on PR discretion, in particular:

- PR reserves the right to, and may or may not, monitor/screen Entrants' Data prior to posting them notably to the Page;
- Entrants acknowledge that PR has no obligation to use or post any Entrant's Data on any support;

PR shall have no obligation (express or implied) to use any Recipe and/or to publish any information on the Entrants/Finalists (as defined within Article 9 here below) in any manner, Entrants/Finalists shall thus not be entitled to any damages or other relief by reason of PR use or non-use of their Recipe, and/or publication or non-publication in relation with their participation to HCCGP.

Entrants authorize PR to use the Entrant's Data, worldwide and for a maximum of 5 years as from the beginning of the Contest Period, for any purposes, in any and all media, in connection with this Contest without any further notification or compensation.

Entrants grant free of charge PR and/or any PR Group entity the exclusive right to exploit, reproduce, distribute, communicate to the public, make available to the public or transform the Recipe worldwide and with no limit of time to PR. The Entrants shall however be authorized to make use themselves of the Recipe but exclusively in a non-commercial manner (i.e. preparing cocktails in bar(s) on the basis of the Recipe).

Entrants may be contacted by PR by email regarding this Contest.

9. SELECTION

9.1. Step 1: Selection of ten (10) Finalists

Ten (10) Entrants (the "**Finalists**") will be selected on the basis of (i) the quality of their Recipe on paper (accounting for 70% of the evaluation) and (ii) the evaluation of the video or the picture uploaded (accounting for 30% of the evaluation). The maximum number of points will be 100 points.

All Recipes will be evaluated on paper and then on the video or picture by a panel of five (5) international acknowledged bar and/ alcoholic beverages professionals:

- Max Venning - Director of Three Sheets bar, London
- Alex Lawrence - head bartender of Dandelyan bar, London
- Jake O'Brien Murphy - director of Versus Social Clubs
- Meimi Sanchez, Havana Club Global Brand Ambassador
- Audrey Hands, Havana Club Global Brand Ambassador

The five professionals above mentioned being hereinafter collectively referred to as the „Panel“

Judging criteria for the selection of the Finalists include:

- Innovative thinking and creativity;
- Authenticity and connection with the Cuban cocktail heritage

Any information related to the Finalists (such as Entrant's Data and the Recipe) will be posted in connection with this Contest notably on the websites Havana-club.com, the Page, on the Havana Club Twitter profile in accordance with the Official Rules.

The Finalists will be notified via email on March 8, 2018.

9.2. Step 2: Selection of one (1) Winner

One (1) Finalist (the “**Winner**”) will be selected on the basis of the quality of their Recipe after preparation.

Selection of the Recipe after preparation

The Finalists’ Recipe will be recreated in a controlled environment and will be evaluated by the Panel

Judging criteria for the selection of the Winner include:

- Taste profile of the drink (appearance, nose and taste);
- Ability to reproduce the Recipe with ease;
- Comprehension of the rules described in article 5 above brief

The name of the Winner will be announced on March 26, 2018 on the Page.

Any information related to the Winner (such as Entrant’s Data and the Recipe) will be posted in connection with this Contest, including but not limited, on the websites Havana-club.com, the Page and the Havana Club Twitter profile in accordance with the Official Rules.

The Winner will be notified via email on March 26, 2018.

10. PRIZE

The Winner of the Contest will be awarded with a prize (the “Prize”) consisting of a trip for one (1) person to Havana, Cuba, and an access card to enter the 2018 edition of the HCCGP, whose dates are indicated on the Page. It is specified that PR shall not be liable for any changes occurring in the dates of the HCCGP.

The Prize includes the elements listed below of a total value of two thousands and five hundred (2500) euros (the “Organized Events”):

- a return economy airfare for one (1) person to Havana, Cuba at the time when the HCCGP take place;
- the transfer by car or bus from the airport to the hotel and from the hotel to the airport;
- a five (5) night accommodation in a single standard room, breakfast included;
- a welcome cocktail offered by PR;
- a bar tour of Havana;
- an access to an exhibition at the Museum of Rum;
- an access to all the seminars of the HCCGP;
- a cocktail reception offered by PR;
- breakfast, lunch and dinner during the 5 days;
- access to all the Havana Cultura events organized during the 5 days of the HCCGP;
- a visit of the city of Havana;
- one (1) ticket to the final to compete in the 2018 edition of the HCCGP.

All other expenses, including insurance, taxes, visa and gratuities, and proper travel documentation remain the sole responsibility of the Winner.

PR will only be responsible for booking and organizing the Organized Events. The Winner will have to take care of the organization of the rest of his/her trip (local transport not included in the Prize, food and drinks not included in the Prize, any visits not included in the Prize...).

PR reserves the right, in its absolute and sole discretion, to substitute a prize of equivalent kind and value, whether in cash or otherwise, without prior notification in the event of the unavailability of any element of the Prize for any reason whatsoever.

To benefit from the Prize, the Winner of the Contest must have a valid passport, tourist visa and any other necessary travel document required, including but not limited to insurances, which the Winner of the Contest will be responsible to obtain and pay.

The Prize must be accepted as awarded, is non-transferable or convertible into cash and may not be sold, traded or transferred.

11. DATA PROTECTION

The Entrant's Data that the Entrants must provide as well as any other personal information provided in related with the Contest are obligatory. If the Entrants fail to do so, they may be excluded from the Contest. PR will use the Entrant's Data solely for the purposes of management of participation by the Entrants in the Contest, management of the Winner, grant of the Prize, and the Recipe and compliance with legal and statutory obligations and compliance with these Official Rules, once these purposes are met PR commits to eliminate such data. The Entrants will be fully responsible for the veracity and accuracy of the information that they submit. Only PR will have access to such data and only will share it with third parties if legally required as well as with third parties rendering ancillary services to PR regarding its internal functioning.

PR does not take automated decisions, that might affect you with regards to the personal data that is processing. Therefore, the legal basis for the processing of your data is your consent.

The Entrants will have the rights of access, rectification, deletion, limitation, opposition and portability may be exercised by sending a letter to the following address Pernod Ricard, 39 avenue Pierre 1er de Serbie, 75008 Paris or by sending an e-mail to the following direction Zaida.AlonsoPerez@pernod-ricard.com. In the event that any Entrant requests the total or partial cancellation of their Entrant's Data during the Contest, that Entrant will be excluded from the Contest. In any case, the affected party has the right to file a claim with the Spanish Data Protection Agency in relation to the data processing carried out by PR.

In compliance with the provisions of the Data Protection Regulations that might be applicable, PR advises the Entrant that the Entrant's Data that they submit voluntarily will be entered in a file owned by PR. PR undertakes to perform its obligation to keep the Entrant's Data secret and its duty to safeguard that Entrant's Data and it will take the necessary measures to prevent any alteration, loss or unauthorized processing of or access to that data, in keeping at all times with available technology.

12. COMPLIANCE

By submitting an entry, each Entrant agrees to comply with any provision of these Official Rules and warrants that his or her entry complies with all requirements set out in these Rules.

Failure to comply with any of these provisions will render the entry invalid. Any incomplete spoiled or illegible entries will be disregarded.

13. GENERAL TERMS

By accepting the Prize, the Winner of the Contest agrees that PR or any PR Group company shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or any travel related thereto.

If for any reason the Contest is not able to be run as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes technical or not which corrupt, prevent or affect the administration, security, fairness, integrity or proper

conduct of the Contest, PR reserves the right, in its sole discretion and without any indemnification, to cancel, modify, postpone, extend or shorten the Contest in full or in part. Any modification related to the Contest will in particular be announced on the Page.

Entrants agree that (i) PR has the sole right to decide all matters arising from this Contest, (ii) PR has the sole right to decide all modifications of the Official Rules and the Contest and (iii) all decisions of PR regarding this Contest are final and binding.

14. LIMITATION OF LIABILITY AND RELEASE

PR and/or any PR Group entity and/or any PR Group distributor will not be liable for the participation or attempted participation by Entrants in the Contest nor for the downloading of information in connection with that participation.

PR and/or any PR Group entity and/or any PR Group distributor will not be liable for any problems or technical malfunctions that may affect the completion of the Contest, including, among others, the following: hardware or software errors, computer, telephone or cable, satellite, network, electronic, wireless or other Internet connection problems or other on-line communication problems, Internet service provider, hosting service or other provider errors or limitations, indecipherable, mixed or corrupted data transmissions, e-mail message reception or transmission failures, e-mail transmission loss, delay or interception, total or partial non-accessibility of the Page for any reason, excessive traffic on the Internet or the Page, unauthorized human or non-human intervention in the functioning of the Contest, including, among others, unauthorized manipulation, hacking, theft, virus, software errors or computer worms, or the loss, count error, addressing error, non-accessibility or unavailability of the accounts used in connection with the Contest.

The Entrants will use all media other than the Page at his/her own risk. PR and/or any PR Group entity and/or any PR Group distributor will not be liable for any injury, property damage or damages of any kind that may be caused to the user's computer or any other person's computer through participation in the Contest unless otherwise stated by mandatory applicable law.

PR and/or any PR Group entity and/or any PR Group distributor will not be liable for any attempt by Entrants or others to harm or deliberately obstruct the legitimate completion of the Contest, including, among others, any fraudulent statements that may constitute a civil and criminal offence. In the event of any such attempt, PR reserves the right to sue such individuals for reparations and indemnity for damages to the fullest extent of the law, including criminal prosecution. PR may at its sole discretion disqualify any individual performing such actions.

Any failure by PR to demand compliance with these official rules will not constitute a waiver of the provision in question.

15. GOVERNING LAW AND JURISDICTION

By taking part in the Contest, the Entrants accept that:

(a) the Official Rules and any dispute or claim that may arise in connection with the Official Rules or with their purpose or execution (including any dispute or claim of a non-contractual nature) will be governed by and interpreted in accordance with Spanish law;

(b) the Spanish courts of law will have exclusive jurisdiction to rule on any dispute or claim that may arise in connection with the Official Rules or with their purpose or execution (including any dispute or claim of a non-contractual nature).