



CHIVAS MASTERS 2018

LOCAL TERMS AND CONDITIONS

1. The Chivas Masters programme (the “**Competition**”) is a global cocktail competition and bartender advocacy programme run by Chivas Brothers Limited (the “**Global Promoter**”). The competition has two phases:
 - i. Phase 1 (the “**Local Competition**”): this will find winners in participating countries including the Czech Republic. Phase 1 shall be governed by these Local Terms and Conditions (the “**Local Terms**”) and administered by the Local Promoter (as defined in paragraph ii below) under law of the Czech Republic;
 - ii. Phase 2 (the “**Global Competition**”): will have the local winners competing against each other in a global final held in the United Kingdom. Phase 2 shall be governed by the Global Terms and Conditions (the “**Global Terms**”) and administered by the Global Promoter under the laws of England and Wales. All applicants are required to agree to the Global Terms when they enter the Local Competition.
2. In the Czech Republic, the Local Competition is being run by Jan Becher – Karlovarská Becherovka a.s., IČO: 49790765, T. G., Masaryka 57, 360 76 Karlovy Vary (the “**Local Promoter**”). The Local Promoter is legally responsible for all aspects of the Local Competition.

ELIGIBILITY

3. The Local Competition is open to people that are half-time or full-time employed in the Czech Republic (i.e. the competition is open also to foreign nationalities without Czech citizenship.) By entering the Local Competition you agree to these terms. If you do not agree you must not enter the Competition.
4. **To enter and be eligible to win the Local Competition, you must:**
 - i. be 21 years old at the time of submitting your application to enter the Local Competition;
 - ii. be old enough to enter prize competitions in your country of residence;
 - iii. work in a bar, pub, club or similar establishment in a bartending position and have permission from the owner of your place of work to use its location for promotional purposes;
 - iv. work in a bar, pub, club or similar establishment that sells products Chivas Regal (ex. Chivas Regal 12yo)



- v. be an only one bartender/bar-back from one bar, pub, club or similar establishment (Only one entry may be submitted per person from one bar/club)
 - vi. be able to communicate professionally in English because the Local and the Global Final will be conducted in English language.
 - vii. be able to attend the local final to be held in Prague on 26th April 2018; and
 - viii. be able to travel to London and Scotland for five nights in the period between 23 June 2018 and 15 July 2018 (precise dates to be confirmed).
5. Officers, directors and employees and their immediate families of the Local Promoter or the Global Promoter, and their parent, subsidiaries, and affiliates or anyone professionally associated with this Competition are not eligible to enter.
6. The Competitors whose application will not be correctly filled in, will be sent after closing date for entries, as well as those who violate these rules will be excluded out of competition.
7. The Competitors are obliged to pay costs of transport from and to their city of residence, the cost of accommodation and other costs associated with the Local Qualification Round. (ex. purchase of ingredients, equipment for mixology)
8. The winners of the Chivas Masters 2015, 2016 and 2017 Local Qualification Round are prohibited to enter the Local Qualification Round. All bartenders who participated in the competition in past years are eligible to register again this year.

ENTRY INTO THE COMPETITION

9. No payment or purchase is necessary to enter or win the Competition. Only one entry may be submitted per person.
10. The launch date of the Local Competition is **15th January 2018** and entries will be accepted from this date. The closing date of the application process of the Local Qualification is **15:00 on 15th February 2018**. No further entries will be accepted after the stated closing date.
11. You must provide a suitable name for your drink. Names including rude, lurid, or sexual words, or words associated with drugs, children or motor vehicles will not be accepted and may result in disqualification at the Judges' discretion.



12. You must enter the Competition in your own name. If there is any dispute as to the identity of the person who made the entry the person named in the entry will be deemed the entrant. If you are selected as a potential winner you will be required to provide proof of age and identity. Group entry is not permitted. All entries will be subject to a validation process to ensure the above requirements are met. The prize may be withheld until and unless the Local Promoter (in its sole discretion) is satisfied with the verification.
13. Entries will only be accepted on the website www.chivasmasters.cz using the official entry form. The Local Promoter's decision on entries is final.
14. By entering you agree that the Local Promoter or Global Promoter may create an individual public profile including your recipe, drink name, drink photograph, your photograph and details of your place of work on the Chivas website.

HOW TO ENTER

15. To enter the Local Competition, you need to apply for the LOCAL QUALIFICATION ROUND first:
 - i. go to www.chivasmasters.cz and complete the entry form by **February 15th**;
 - ii. complete the application form including **contact details and information about one cocktail (name, recipe, story – no longer than one A4 page and picture)**
 - iii. submit the application within **15th January to 15th February 2018**;
16. You will be required to submit one cocktail, with the following theme:
 - i. **this year's theme is COMMUNITY** - who from your community has inspired you to create the drink and helped you define who you are today as a bartender.
 - ii. For your qualification application we suggest you find inspiration from your
 - local bartending community & bar teams
 - local community as a whole: street artists, music players, and most of all – people from all corners, sharing their experiences, dreams and lives with them.
 - 'Giving back' to the community
 - iii. follow the Rules & Tips document available on www.chivasmasters.cz, because
 - iv. once you will be chosen after Local Qualification **as Local Finalist you have to create a video and submit it on Global website chivas.com** accordingly (the theme of the Chivas Master programme this year is COMMUNITY and you have to



create and submit a video in which you present the drink you created for the Competition and tell us who in your community inspired its creation).

DRINK

Each participant of The Chivas Masters cocktail competition must create one drink (for the Local Final in two servings) in 5 minutes. The drink must base on **Chivas Regal 12yo, Chivas Regal Extra or Chivas Regal 18yo.**

17. Entry drinks may be either: mixer combinations or complex cocktails.
18. Each drink must contain a minimum of 30ml (1oz) of the Chivas product recommended by your local representative, and the total combined alcoholic ingredients must not exceed 100ml (3.5oz).
19. Drinks must contain a minimum of 2 ingredients and a maximum of 7 ingredients, including fruit juices, syrups, spirits, liqueurs, drops and dashes. Solid garnishes and zest spray specified as garnish are not counted as ingredients.
20. Ingredients must be measured using a jigger or a different measuring devices and be stated in either "parts" or "ml" or "oz"
21. Drinks may be had hand stirred, thrown, hand shaken, or blended in an electric mixer.
22. Garnishes must be edible, but they can be mounted on sticks, skewers, straws, forks, or other such common bar accessories. Use of edible fruits, herbs, leaves and spices may include sprigs, peels, barks, fruit shells, etc. Any flowers or flower petals must be of the edible variety

LOCAL QUALIFICATION ROUND – Chivas Masters Month

23. All Qualification Applicants will participate in the **Chivas Masters Month** event as follows:
 - i. The Chivas Masters Month will run from **1st March 2018 to 31st March 2018.**
 - ii. During the Chivas Masters Month, the Local Qualification Applicants will sell and promote the drink they submitted in the competition in their place of work to customers.
 - iii. 5% of the price of each drink will refer to the charity chosen by the Local Promoter
 - iv. Local Promoter will donate to the charity same price as each bar.
 - v. The transparent account of the charity will be set up and each bar, pub, club or similar establishment must send the money for sold drinks before **4th April 2018.**



- vi. The amount of the charity contribution, or the number of sold drinks, is one of the evaluation criteria.

24. At the same time, The **Mystery Shopping** will take place in the logged-in bars, with which mystery shoppers (“Assessor(s)”) will select finalists.

- i. The Mystery Shopping will run from **1st March 2018 to 31st March 2018**.
- ii. During the Mystery Shopping, the Local Qualification Applicants must sell and promote the drink they submitted in the competition in their place of work to customers.
- iii. Representatives of the local promoter will visit the bars pubs, clubs and similar establishments and evaluate the competitive drinks on the basis of the evaluation criteria.

25. At the same time, the Wild Card process will take place on Facebook profile Chivas Regal The Czech Republic. Each competitive drink will be uploaded on this profile and all contestants will be noticed about the start of the process. The task of all contestants is to get as many FB likes as possible from the public.

- i. The contestant who gets the most FB likes will receive a wild card and participate in the Local Final
- ii. The Wild Card process will run from **1st March 2018 to 31st March 2018**.

SELECTION OF FINALISTS

26. All the valid entries received in the entry period will be assessed by a judge or panel of judges (“**Assessor(s)**”). The Local Promoter shall appoint the Assessors and reserves the right to replace or appoint new Assessor(s) before or during the Local Competition.

27. The Assessors will select 10 entries (including wild card) of the best ranked entries as finalists (“**Local Finalists**”), based on how successful they are likely to be in meeting the following assessment criteria at the local final:

- i. Alignment with the theme (Community and who within your community inspired you);
- ii. Adherence to the content requirements (community/unique local inspiration/ replicable drink);
- iii. Ability to engage judges with the story that inspired your drink;
- iv. Excellent presentation skills;



- v. Knowledge of Chivas Regal as a brand; and
 - vi. Simplicity / Balance / Taste / Aroma and Presentation / Aesthetics.
 - vii. Amount of money send for the charity
28. The Local Finalists will be notified on **5th April 2018** if they have been selected as finalists by telephone and/or email using the information provided on their official entry form via news report on the website www.chivasmasters.cz
29. After announcements, 10 selected finalists have to create and upload their video on the website www.chivas.com by 15th April 2018. (the quality of the video does not impact the final score on Local Final)
30. If attempted notification using all the contact details supplied by the finalist at time of entry are returned as undeliverable, or if a finalist cannot be verified within the time required, or if a finalist is otherwise unable to accept their status as a finalist, cannot attend the local final or is ineligible, their selection as finalist will be forfeited and an alternative finalist may be selected from reserves judged at the same time at the Local Promoter's sole discretion.
31. For the further information follow the theme Rules & Tips document on the website www.chivasmasters.cz

LOCAL FINAL

32. The Local Final will be held in Prague on **26th April 2018**.
33. Travel to and from the Local Final and accommodation while taking part in the Local Final, plus sustenance and any other costs, will be the responsibility of the entrants.
34. At the Local Final you will be required to participate in the following challenge:
- i. You will be given a maximum of 5 minutes to produce two servings of the drink you are submitting; and
 - ii. While making your drink, you are required to engage with the Judges and tell the story about who in your community inspired its creation (as you did when recording your video to enter the competition).
35. Details of the equipment and facilities provided at the final will be provided to participants prior to the event.



36. You must behave in a safe manner throughout the final and any other events in the Competition. Any action considered by the Local Promoter or the Judges to endanger fellow bartenders, Judges or spectators will result in disqualification.
37. The Local Promoter will provide the Chivas product required to make your drink. Finalists will be required to bring their own tools, glassware (2 identical glasses for each drink), any specialist equipment and other ingredients for their drink.

JUDGING

38. The entries at the Local Final will be assessed by a panel of judges (“**Judges**”).
39. The Judges will assess you on:
 - i. Alignment with the theme (COMMUNITY and who in it inspired you);
 - ii. Adherence to the content requirements (community, unique local inspiration, replicable drink);
 - iii. Ability to engage Judges with the story that inspired the drink;
 - iv. Excellent presentation skills;
 - v. Knowledge of Chivas Regal as a brand; and
 - vi. Simplicity / Balance / Taste / Aroma & Presentation / Aesthetics
 - vii. Amount of money send for the charity
40. The Local Promoter reserves the right to exercise a full and final decision on any matter relating to the judging of the Local Competition.
41. If the Judges determine that your drink preparation method, ingredients (including garnishes), props, equipment or glassware/containers are unsafe or unhygienic you will be disqualified.

THE LOCAL WINNER

42. One winner will be selected by the Judges as the best from all the finalists based on the criteria above (“**Local Winner**”). The Judges’ decision is final and no correspondence will be entered into. If not announced at the final event, the winner will be notified by telephone and/or email using the information provided by 30th April 2018.
43. In order to be eligible to receive the prize, the Local Winner must:
 - i. provide his/her personal identification;
 - ii. sign (upon request by the Local Promoter) an affidavit of eligibility and a publicity/liability release within seven business days of initial notification;
 - iii. allow confidential background checks (criminal record checking) to assess their suitability to receive the prize.



The Local Promoter reserves the right to disqualify a Local Winner and select an alternative winner if a Local Winner fails to satisfy any of the requirements within this paragraph following background checks.

44. If a Local Winner does not respond to a request from the Local Promoter, or Local Promoter fails to receive a response from the Local Winner, within a period of seven business days of the Local Promoter sending the relevant correspondence, the Local Promoter shall be permitted to disqualify the Local Winner and select an alternative winner. The Local Promoter shall not be responsible for unsuccessful efforts to notify any potential winner, and any response from the Local Winner is valid only if actually received by the Local Promoter.

THE PRIZE

45. The Local Winner will win a place in the Global Final, which will include:
 - a) Return economy flights to the United Kingdom to participate in the global final to take place over 6 days in the period between 23 June and 15 July 2018 (precise dates to be confirmed) ("**Global Final**");
 - b) Transfers to and from the airport in the United Kingdom;
 - c) Five (5) nights' accommodation at hotels in the United Kingdom (London and Scotland) of the Global Promoter's choice with at least a 3* star rating;
 - d) Domestic transfers (by train or air) between the competition locations in Scotland and London;
 - e) Breakfast, lunch and dinner at selected venues; and
 - f) Transportation to and from competition events.
46. The Local Promoter will cover the reasonable costs of transport to and from the Local Winner's originating airport, and the cost of any required visas for the Global Final. The Local Winner will be required to pay the costs of any travel insurance, and any other costs and expenses not specified above (including without limitation excess baggage charges and obtaining passports).
47. Note, any room service and mini-bar charges at the hotels will be at the expense of the bartender.
48. Travel dates and airline tickets are not changeable and non-transferrable. All reservations and travel arrangements shall be with suppliers selected by the Local Promoter in its sole and absolute discretion. All arrangements must be made through a travel agent selected by the Local Promoter and are subject to availability. The prize may not be combined with any other offer and



49. travel may not qualify for frequent flyer miles. No elements of the prize are assignable, substitutable or transferable by the winner.
50. A cash alternative is not available for the prize or any part thereof. The Local Promoter reserves the right to substitute a prize of equal or greater value due to unavailability or otherwise in its absolute discretion.
51. The Local Promoter shall be permitted to make available on the Local Competition website the name and country of residence of the Local Winner.

USE OF YOUR SUBMISSIONS

52. By entering the Competition you grant to the Global Promoter and the Local Promoter and their agents a worldwide, perpetual, irrevocable, sub-licensable licence to publish, copy, amend and commercially exploit your drink submissions (including without limitation the name) in whole or in part without any further consideration or notice to you. You further agree to not use the drink or the name of the drink to enter any other cocktail competitions.
53. By entering the Competition you grant to the Global Promoter and the Local Promoter and their agents the right to adapt, edit, publish and use your entries and your likeness in any way for the purposes of the Competition, including (without limitation) by featuring in whole or in part, in particular on the Competition website and in Advertising (as defined below) in any and all media worldwide, without further consideration or notice to you.
54. By entering the Chivas Masters Programme you waive any moral rights in your entries and the Global Promoter shall not be obliged to credit you when referring to the cocktails in any promotional material.
55. By submitting an entry you agree, warrant and represent that your entry is made without restriction, and will not place the Local Promoter or Global Promoter under any obligation or liability of whatever sort and howsoever caused and that you will fully indemnify the Local Promoter and Global Promoter for any breach of the Terms and Conditions howsoever arising.
56. The Local Promoter is free to disclose the entry and any ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any compensation to you. You acknowledge that by acceptance of your entry, the Local Promoter does not waive any rights to use similar or related ideas previously known to Local Promoter or Global Promoter, or developed by its employees, or obtained from sources other than you.



ADVERTISING

57. The Local Promoter and the Global Promoter may arrange for photographs, interviews and other filming featuring you (including at your place of work) at various stages of the Competition ("**Footage**"). You grant to the Local Promoter and Global Promoter, their subsidiaries and affiliates all necessary consent to take the Footage (including at your place of work for which you have obtained the necessary permission from your employer), and grant to the Local Promoter and Global Promoter, their subsidiaries and affiliates your full and unconditional permission to use the Footage and any performers rights you may have in the Footage in any and all media, in the original format or edited or altered in any way which the Local Promoter or Global Promoter deems appropriate, without payment to you.
58. The Local Promoter and/or the Global Promoter may choose to use the local finalists and the Local Winner in pre and / or post-event above-the-line advertising, PR and promotional material ("**Advertising**"). By entering the Competition you agree to being included in Advertising. The Global Promoter shall own all right, title and interest in and to any Advertising.

COMPLIANCE WITH PERNOD RICARD CODE FOR COMMERCIAL COMMUNICATIONS

59. The Local Promoter and the Global Promoter are part of the Pernod Ricard group, and they promote a moderate approach to the consumption alcohol. You agree that if you are selected to participate in the Local Competition, including travelling to and from the Global Final, or at any time you are likely to be perceived as an ambassador of our business and brands, you agree to comply with the Pernod Ricard Code for Commercial Communications (viewable at www.pernod-ricard.com) including, without limitation, that you will not:
- i. participate in or encourage underage purchase or drinking of alcohol;
 - ii. participate in or encourage irresponsible consumption or over-consumption of alcohol;
 - iii. condemn or criticize in any way anyone who chooses not to drink alcohol;
 - iv. participate in any activity which portrays irresponsible drinking in a positive light;
 - v. participate in any activity which suggests the consumption of alcohol contributes to any kind of success;
 - vi. participate in any activity which glorifies the alcohol strength, relatively high alcohol content or intoxicating effect of a drink;



- vii. participate in any activity which relates drinking alcohol to any kind of illegal, antisocial, dangerous, aggressive or violent behaviour.

GENERAL

60. If at any time you:

- i. are considered to be practising or promoting any form of irresponsible drinking;
- ii. carry out any behaviour that will or may bring Local Promoter or Global Promoter into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Competition or the security and integrity of the Competition, as assessed by the Local Promoter or Global Promoter in its sole discretion; or
- iii. breach any other term of these Local Terms,

the Local Promoter or Global Promoter shall have the right to disqualify you from the Competition.

61. The Local Promoter reserves the right (i) at its sole discretion to suspend, modify or terminate the Local Competition at any time and for any reason, (ii) at its sole discretion to amend these terms and conditions at any time, and (iii) to withdraw part or all of the Competition if it cannot be operated as envisaged, or cannot be operated as envisaged without disproportionate expense.
62. No responsibility can be taken for entries/claims which are misdirected, lost, delayed, damaged or corrupted during delivery to or from the Local Promoter or Global Promoter due to any computer malfunction, virus, bug, delay, error or other reason whatsoever.
63. Any personal data relating to entrants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party (other than the Local Promoter's and Global Promoter's agencies for the purpose of servicing/implementing the promotion and prizes) without your prior consent.
64. If you win the Local Competition you are responsible for assessing the tax implications of any prize and paying any tax due or owing on the prize received.
65. By participating, you agree that to the extent permissible under applicable law the Local Promoter, the Global Promoter, their parent, affiliates, subsidiaries and advertising and promotion agencies will have no liability whatsoever for, and shall be held harmless by you against, any liability for injuries, losses or damages of any kind, including death, to persons or property resulting in whole or in part from participation in the Competition.



66. The Local Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed and construed in accordance with the laws of the Czech Republic. The courts of the Czech Republic shall have the non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the terms, or their subject matter or formation (including non-contractual disputes or claims).