

CHIVAS MASTERS PROGRAMME 2019

LOCAL TERMS AND CONDITIONS FOR THE CZECH REPUBLIC

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:
 - a. phase 1 (the “**Local Competition**”): this will find winners in participating countries including the Czech Republic. Phase 1 shall be governed by the 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; and
 - b. 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 only open to the residents of the Czech Republic that are half-time or full-time employed in the Czech Republic. 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:
 - a. be 21 years old at the time of submitting your application to enter the Local Competition;
 - b. be old enough to enter prize competitions in your country of residence;
 - c. 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 (see clause 12 and 41 and 42), and for the – Chivas Masters Month (see clause 43);
 - d. be able to attend the local final to be held in Prague on 23rd May 2019; and
 - e. be able to travel to the United Kingdom for six nights in the period between 23 June 2019 and 30 October 2019 (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 the Competition are not eligible to enter.

ENTRY INTO THE COMPETITION

6. No payment or purchase is necessary to enter or win the Competition. Only one entry may be submitted per person.
7. The launch date of the Local Competition is 19th February 2019 and entries will be accepted from this date. The closing date of the Local Competition for your country is 23:59 on 28th February 2019. No further entries will be accepted after the stated closing date.

HOW TO ENTER

8. To enter the Local Competition, you need to:
 - a. go to www.chivasmasters.cz and complete the entry form by February 19th;
 - b. complete the application form including contact details and information about one cocktail (name, recipe, story – no longer than one A4 page and picture);
 - c. submit the application within 19th January to 28th February 2019; and

- d. read and follow the Rules & Tips document at www.chivasmasters.cz and submit your drink recipe and photograph related to your drink accordingly. These will form part of your Submission to the Competition (see clause 38).
9. 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 Assessors discretion (see clause 12 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.
10. 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.
11. 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.
12. Entries will only be accepted on the official website using the official entry form. The Local Promoter's decision on entries is final.
13. 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 or any microsites owned by Chivas.
14. 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.

SELECTION OF FINALISTS

15. All the valid entries received in the entry period will be assessed by a judge or panel of judges (the "**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.
16. The Assessors will select 10 entries (including wild card) of the best ranked entries as finalists (the "**Local Finalists**"), based on how successful they are likely to be in meeting the following assessment criteria at the local final:
 - a. alignment with the theme YOUR BLEND (Community and who within your community inspired you);
 - b. adherence to the content requirements (the story of your blend, replicable drink, relevance to your chosen Chivas whisky);
 - c. community/unique local inspiration/ replicable drink;
 - d. ability to engage the judges with the story that inspired your drink;
 - e. excellent presentation skills;
 - f. knowledge of Chivas Regal as a brand; and
 - g. simplicity / balance / taste / aroma and presentation / aesthetics.
17. The Local Finalists will be notified if they have been selected as finalists by telephone and/or email using the information provided on their official entry form shortly after the end of the Closing Date.

18. 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.

LOCAL FINAL

19. The Local Final will be held in in Prague on **23rd May 2019**.
20. 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.
21. At the Local Final you will be required to participate in the two (2) following challenges:
 - a. your blend challenge; and
 - b. your highball challenge

and, whilst making your drinks, you are required to engage with the Judges (see clause 23) and tell the story about your blend.
22. Details of the equipment and facilities provided at the final will be provided to participants prior to the Local Final.
23. You must behave in a safe manner throughout the Local 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.
24. 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

25. The entries at the Local Final will be assessed by a panel of judges (the "**Judges**").
26. The Judges will assess you on:
 - a. alignment with the theme YOUR BLEND (Community and who within your community inspired you);
 - b. adherence to the content requirements (the story of your blend, replicable drink, relevance to your chosen Chivas whisky);
 - c. community/unique local inspiration/ replicable drink);
 - d. ability to engage the judges with the story that inspired your drink;
 - e. excellent presentation skills;
 - f. knowledge of Chivas Regal as a brand; and
 - g. simplicity / balance / taste / aroma and presentation / aesthetics.
27. The Local Promoter reserves the right to exercise a full and final decision on any matter relating to the judging of the Local Competition.
28. 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

29. One winner will be selected by the Judges as the best from all the finalists based on the criteria set out above (the "**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 27th May 2019.

30. In order to be eligible to receive the prize, the Local Winner must:
 - a. provide his/her personal identification;
 - b. sign (upon request by the Local Promoter) an affidavit of eligibility and a publicity/liability release within seven business days of initial notification; and
 - c. 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 these requirements following background checks.

31. 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

32. The Local Winner will win a place in the global final event (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 30 September 2019 (precise dates to be confirmed to the Local Winner);
 - b. transfers to and from the airport in the United Kingdom;
 - c. the reasonable costs of transport to and from the Local Winner's originating airport;
 - d. the cost of any required visas for the Global Final;
 - e. six (6) nights' accommodation at hotels in the United Kingdom of the Global Promoter's choice with at least a 3* star rating;
 - f. domestic transfers (by train or air) between the competition locations in the United Kingdom;
 - g. breakfast, lunch and dinner on each day at selected venues; and
 - h. transportation to and from the Global Final events.
33. The Local Winner will also win trip to Scotland with the best 4 local finalists and he earns extra points in CBA Bartenders of the Year.
34. 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). Note, any room service and mini-bar charges at the hotels will be at the expense of the Local Winner.
35. 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 travel may not qualify for frequent flyer miles. No elements of the prize are assignable, substitutable or transferable by the Local Winner.
36. 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.
37. 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.
38. You confirm that you give your consent to make available on the Local Competition website your name and country of residence should you be a Local Winner.

ADVERTISING AND RIGHTS IN THE SUBMISSIONS

39. By entering the Competition:
- a. you confirm that you have full and unrestricted intellectual property rights (“**IPRs**”) in the drink and recipe (including without limitation the name) you submit for the Local Final and Global Final (the “**Submission**”);
 - b. you represent and warrant that your Submissions will not infringe the IPRs of any third party.
 - c. you waive any moral rights in your Submissions and the Global Promoter shall not be obliged to credit you when referring to the cocktails in any Promoter Advertising;
 - d. 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 the Submissions in whole or in part without any further consideration or notice to you. This may include featuring the Submission of the Local Promoter’s or Global Promoter’s web sites and social media platforms including but not limited to Facebook, Twitter, Instagram and inclusion in further promotional drinks materials and competitions during or after the Competition.
40. 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 (the “**Footage**”). You grant to the Local Promoter and Global Promoter, their subsidiaries and affiliates all necessary consents 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 any payment to you.
41. The Local Promoter and/or the Global Promoter may choose to use the Footage or details about the Local Finalists and the Local Winner in above-the-line advertising, social media channels, PR or other promotional materials, either during or after the Competition (the “**Promoter Advertising**”). By entering the Competition you agree to feature in any Advertising, at the sole discretion of the Local and/ or the Global Promoter, in accordance with clause 39.
42. The Global Promoter shall own all right, title and interest in and to any Promoter Advertising.
43. 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 Submissions 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) in any and all media worldwide, without further consideration or notice to you.
44. By entering the Competition you waive any moral rights in your Submissions and the Global Promoter shall not be obliged to credit you when referring to the cocktails in any Promoter Advertising.
45. By submitting an entry to the Competition 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 these Terms and Conditions howsoever arising.
46. The Local Promoter is free to disclose the entry and any ideas contained in your Submission entry on a non-confidential basis to anyone or otherwise use the ideas within the Submission without any compensation to you. You acknowledge that by accepting your Competition 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.

LOCAL QUALIFICATION ROUND – Chivas Masters Month

47. All Qualification Applicants will participate in the Chivas Masters Month event as follows:
- a. The Chivas Masters Month will run from **1st April 2019 to 30th April 2019**.
 - b. 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.
 - c. 5% of the price of each drink will refer to the charity chosen by the Local Promoter
 - d. Local Promoter will donate to the charity same price as each bar
 - e. 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 **3rd May 2019**.
 - f. The amount of the charity contribution, or the number of sold drinks, is one of the evaluation criteria.
48. At the same time, **The Mystery Shopping** will take place in the logged-in bars, with which mystery shoppers ("Assessor(s)") will select finalists.
- a. The Mystery Shopping will run from **1st April 2019 to 30th April 2019**.
 - b. 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.
 - c. 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.
49. 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.
- a. The contestant who gets the most FB likes will receive a wild card and participate in the Local Final
 - b. The Wild Card process will run from **1st April 2019 to 30th April 2019**.

COMPLIANCE WITH PERNOD RICARD CODE FOR COMMERCIAL COMMUNICATIONS

50. The Local Promoter and the Global Promoter are part of the Pernod Ricard group of companies , 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 will comply with the Pernod Ricard Code for Commercial Communications (viewable at www. Pernod-ricard.com) including, without limitation, that you will not:
- a. participate in or encourage underage purchase or drinking of alcohol;
 - b. participate in or encourage irresponsible consumption or over-consumption of alcohol;
 - c. condemn or criticize in any way anyone who chooses not to drink alcohol;
 - d. participate in any activity which portrays irresponsible drinking in a positive light;
 - e. participate in any activity which suggests the consumption of alcohol contributes to any kind of success;
 - f. participate in any activity which glorifies the alcohol strength, relatively high alcohol content or intoxicating effect of a drink;
 - g. participate in any activity which relates drinking alcohol to any kind of illegal, antisocial, dangerous, aggressive or violent behaviour.

DISQUALIFICATION

51. If at any time you:
- a. are considered to be practicing or promoting any form of irresponsible drinking;
 - b. 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
- c. breach any term of these Local Terms

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

DATA PROTECTION

52. 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. You consent to the transfer of your personal data to such agencies for the purposes of administering the Competition only. See the Local Promoter's privacy policy at <http://www.pernod-ricard.cz/nase-spolecnost/osobni-udaje/> for more details.

GENERAL TERMS

53. The Local Promoter reserves the right:
 - a. at its sole discretion to suspend, modify or terminate the Local Competition at any time and for any reason;
 - b. at its sole discretion to amend these terms and conditions at any time, and
 - c. to withdraw part or all of the Competition if it cannot be operated as envisaged or cannot be operated as envisaged without disproportionate expense.
54. 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.
55. 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).