

"WORLD CLASS BARTENDER OF THE YEAR 2024" AUSTRALIA PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

### Eligibility

2. Entry is only open to Australian residents aged 18 years and over who:

(a) are currently employed as a bartender at a Participating Venue or a current RSA holder in their state of entry;

(b) have permission from their employer at the Participating Venue to participate in the promotion;

(c) can take the major prize if selected as the winner, including being able to travel to the relevant countries or participate virtually on selected dates, as applicable;

(d) are not employees of the Promoter or any of its related corporations or any of their agencies associated with the promotion;

(e) are not a spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of such an employee; and

(f) have not previously won the title of "National World Class Bartender of the Year" more than once; and

(g) have not previously won the title of "Global World Class Bartender of the Year".

3. "Participating Venue" means a licensed venue in Australia that stocks and lists on the menu at least one of the DIAGEO Reserve Brands. "DIAGEO Reserve Brands" means the following: Ketel One Vodka, Tanqueray No. TEN Gin, Seedlip Non-Alcoholic, Ron Zacapa Rum, Johnnie Walker Blended Scotch Whiskies, Tequila Don Julio, The Singleton of Dufftown 12 year old, Talisker 10 year old single malt scotch whisky, and the Diageo Reserve whisky portfolio.[MH1] [KM2]

- 4. This promotion will comprise of the following stages:
- a. Round One Challenge Past, Present, Future
- b. Round Two Challenge Local Flavour
- c. National Finals

Round One Challenge - Past, Present, Future

5. To be eligible to enter the Round One Challenge, eligible entrants are required to create a cocktail that transports the judges to a bar of the past, present or future, grounded in a selected Diageo Reserve Brand.

a. The serve must contain at least 30ml of participating brands, which include Ketel One Vodka, Cîroc Vodka, Tanqueray London Dry Gin, Tanqueray No. Ten Gin, Aviation American Gin, Ron Zacapa, Roe & Co Irish Whiskey, Bulleit Bourbon, Bulleit Rye, Mr Black Coffee Liqueur or Seedlip Non-Alcoholic

b. The serve must not contain more than 2 standard serves of alcohol; and

c. The serve and any photographs of the serve must adhere to Diageo's Marketing Code guidelines, and not promote or depict any breach of this code.

# WORLD CLASS

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6. To enter the Round One Challenge, entrants must do so during the Round One Entry Period (defined below) and complete the entry form on the World Class Club website: <u>https://www.diageobaracademy.com/en\_zz/world-class/</u>.

7. Entrants must complete the entry form in full and include the following details when prompted:

(a) their full name, gender, date of birth, email address, contact phone number; Participating Venue name, address of Participating Venue;

(b) A short story (of no more than 2,000 characters) detailing the inspiration behind their cocktail, the classic cocktail they have chosen to base it on and how it relates to the theme of the challenge;

€ Method of production for their cocktail;

- (d) Glassware used;
- (e) a creative name for their cocktail;
- (f) a colour photo of their cocktail recipe; and

(g) their cocktail recipe, which must contain no more than two standard drinks and include: ingredients and quantities, including a minimum 30ml of the selected Diageo Reserve Brand, a breakdown of any sub-ingredients i.e. bitters, cordials and details around the garnish.

8. Entries for the Round One Challenge open at 9am on 12/02/24 and close at 11.59pm on 10/03/24 ("Round One Entry Period"). All times throughout these Terms and Conditions are based on Sydney local time, unless specified otherwise.

9. Each entrant is permitted to enter multiple times, but only their highest scoring entry (as determined by scoring process below) will count towards any place in the Top 100 (as defined below).[MH3] [KM4]

### Round One Top 100 Selection

10. After the conclusion of the Round One Entry Period, a judging panel will select the top 100 entries from all entries received in the Round One Challenge, which will be invited to participate in the Round Two Challenge ("Top 100"). The Top 100 will be selected based on a points system following certain criteria as set out below. For the avoidance of doubt, if there is a tie for 100<sup>th</sup> place, then those entries tied for 100<sup>th</sup> place will be reassessed, and the best entry, as determined by the judges, will be deemed to be in the Top 100.

Judging Criteria (marked using expert judges' discretion): STORYTELLING (40 POINTS)

- How effectively does the serve transport us to a bar of the past, present or future?
- How well has the storytelling been grounded in the traditions or innovations of the chosen

### Diageo Reserve Brand?

- How evocative is the interpretation of the brief?
- Is the concept explained well throughout the entry?

### COCKTAIL CREATION (40 POINTS)

- How much does the cocktail showcase the iconic flavour of the chosen Diageo Reserve Brand?
- Does the cocktail display an appropriate balance of ingredients?
- Does the garnish enhance the visual or aromatic appeal of the cocktail?
- How appropriate is the vessel to showcase the serve?



EXTRA TOUCHES (20 POINTS)

- Does the serve demonstrate World Class Technique?
- How well does the photo showcase the serve?

11. After the conclusion of judging the Top 100, the Promoter representatives will contact all successful entrants in person or via email or phone.

12. The Top 100 entrants in the Round One Challenge will be invited to participate in the Round Two Challenge as set out below. In addition, prizes will be awarded to the following entries, as determined by the judges:

(a) Most captivating Photo showcased on Social Media - \$100 cash

(b) Most captivating Video/Reel showcased on Social Media - \$100 cash

(c). Early Bird Prize – the first ten bartenders to enter World Class Australia 2024 will win a bottle of the spirit heroed in their entry

Round Two Challenge (for top 100 entrants) – Local Flavour

14. To be eligible to enter the Round Two Challenge, the Top 100 are required to create a serve inspired by a classic tequila cocktail that showcases their local flavour. Their cocktail must use one of the range of Don Julio Tequilas. Serves must meet the following criteria to be eligible for consideration:

a. The serve must contain at least 30ml of Don Julio Blanco, Don Julio Reposado, Don Julio Anejo or Don Julio 1942

b. The serve must not contain more than 2 standard serves of alcohol; and

c. The serve and any photographs of the serve or social media posts must adhere to Diageo's Marketing Code guidelines, and not promote or depict any breach of this code.

15. To enter the Round Two Challenge, entrants must do so during the Round Two Entry Period (defined below) and complete the entry form on the Top 100 Portal (to be shared with the competitors via email).

16. Entrants must complete the entry form in full and include the following details when prompted:

(h) their full name, gender, date of birth, email address, contact phone number; Participating Venue name, address of Participating Venue;

(i) A written submission detailing the Local Flavour concept and links to the social media answers to the Round Two Challenge questions (as detailed below);

- (j) Method of production for their cocktail;
- (k) Glassware used;
- (I) a creative name for their cocktail;
- (m) a colour photo of their cocktail recipe; and

(n) their cocktail recipe, which must contain no more than two standard drinks and include: ingredients and quantities, including a minimum 30ml of Ketel One Vodka, a breakdown of any sub-ingredients i.e. bitters, cordials and details around the garnish.



17. Entrants must also, during the Round Two Entry Period, use their personal social media (or Participating Venue social media, if permitted by the Participating Venue) to communicate their concept, their inspiration and their serve.

18. Entries for the Round Two Challenge open at 9am on 25/03/24 and close at 11.59pm on 08/05/23 ("Round Two Entry Period"). All times throughout these Terms and Conditions are based on Sydney local time, unless specified otherwise.

19. Each entrant is permitted only permitted to submit one (1) entry into the Round Two Challenge.[MH5] [KM6] [MH7]

### Round Two Top 6 Selection

20. After the conclusion of the Round Two Entry Period, a judging panel will select the top 6 entries from all entries received in the Round Two Challenge, which will be invited to participate in the National Final ("Top 6"). The Top 6 will be selected based on a points system following certain criteria as set out below. For the avoidance of doubt, if there is a tie for 6th place, then those entries tied for 6th place will be reassessed, and the best entry, as determined by the judges, will be deemed to be in the Top 6.

## SOCIAL MEDIA (40 POINTS)

- How creatively has the bartender identified their chosen classic cocktail and their interpretation of 'local flavour'?
- How well has the concept integrated the history, innovation or culture of Don Julio Tequila?
- How evocative is the interpretation of the brief?
- Is the concept and serve well explained?

# LIVE JUDGING (40 POINTS)

- How well does the cocktail showcase the iconic flavour of the chosen Diageo Reserve Brand?
- Does the cocktail display an appropriate balance of ingredients?
- Does the garnish enhance the visual and aromatic appeal of the cocktail?
- How effectively has the cocktail been executed?

# EXTRA TOUCHES (20 POINTS)

• Has the bartender demonstrated exceptional hospitality and communication across social media and live judging?

• How visually appealing is the serve?

21. After the conclusion of judging the Top 5, the Promoter representatives will contact all successful entrants in person or via email or phone.

22. The Top 5 entrants in the Round Two Challenge will be invited to participate in the National Final as set out below. In addition, prizes will be awarded to the following entries, as determined by the judges:

- (a) Best newcomer (first time entrant) \$300 cash
- (c) Most creative social media \$300 cash
- (d) Social media runner up \$150 cash for 2 people

National Final



23. The Top 6 entrants ("Finalists") will be required to compete in a series of challenges held at a location to be determined by the Promoter between 26/05/24 and 28/05/24. The Promoter reserves the right to select reserves and use them as a replacement in the event that any of the original Finalists do not want to participate further, or are otherwise deemed ineligible. The successful entrants will be notified by the Promoter before the National Final. For the avoidance of doubt, if there is a tie for 6th place, then those tied entries tied will be reassessed, and the best entry, as determined by the judges, will be deemed a Finalist.

24. Each Finalist will receive the following:

(a) A trip for one (1) person to the location of the World Class National Final

The right to compete at the World Class National and to attend any associated celebratory event following any such Final..[MH8] [KM9]

25. The Finalists will be asked to complete a pre-advised number of mixology challenges, as judged by a panel of judges appointment by the Promoter. The winner of the National Final, as determined by the judges, will win the major prize as detailed below.

#### Major Prize

26. The major prize consists of trip for one (1) person to Shanghai, China, to compete in the World Class Global Bartender of the Year 2024 competition ("Global Final), valued at up to \$20,000 depending on date and point of departure. Prize includes:

§ Return airfares from winner's nearest Australian capital city to Shanghai, China;

§ 6 nights hotel accommodation in Shanghai, China;

§ Travel & food expenses up to a budget as determined by the Promoter and advised to the winner.

27. Winner will also receive a tailored support package and access to a 2 month mentor programme as advised by the Promoter.[MH10]

28. The full itinerary of travel to be determined by the Promoter in its absolute discretion, and will be subject to booking and availability. Any incidental hotel costs, taxes, travel or medical insurance, meals, spending money, any other ancillary costs which may be incurred by the winner in relation to any trip will not be included unless specified otherwise. The winner will be required to obtain all necessary visas and vaccinations, at his/her own cost. The winner will be required to take out adequate travel insurance at his or her own cost, and must show such policy to the Promoter if requested by the Promoter. Prize must be taken on the dates specified by the Promoter and is subject to booking and flight availability. Flights must be taken in the order specified by the Promoter and the itinerary may not be extended or otherwise varied unless the Promoter, in its sole discretion, agrees otherwise. The Promoter is not responsible for any delays or cancellations of flights or the malfunction of any ground services provided to the winner. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Winner may be required to present a credit card at time of accommodation check in.

29. In the case where travel to the Global Final is deemed a health risk based on government guidelines (https://www.smartraveller.gov.au/), or where the winner chooses not to travel due to health concerns, the Promoter will make preparations for the winner to compete virtually.



30. If the winner refuses to travel (where it is safe to do so) or to compete virtually, the winner's place to compete will be forfeited and offered to the runner up (second place), and so on.

31. Where travel is permitted, the Promoter will ensure the safety and ability to travel internationally in regard to COVID-19 restrictions are upheld to the best of its ability.

32. As a condition of accepting the major prize, the winner agrees to:

(a) Be DMC certified;

(b) Work with the Promoter's local market representatives to create a schedule for the following year;

(c) Participate in local, regional and national press efforts throughout the year as requested by the Promoter; and

(d) Appear in digital content as requested by the Promoter throughout the year.

33. The winner will also be entitled to the following, subject to availability and feasibility:

(a) Opportunity to travel (where and when feasible given government guidelines) to other participating countries around the world to educate bartenders where feasible.(b) Opportunity to participate in World Class National Final each year and act as a mentor to future participants where appropriate and feasible.

34. The winner must, when travelling, abide by all reasonable directions, comply with all health and safety laws and policies, and wear any requisite uniform or safety equipment as notified. Failure to do so may cause the winner to forfeit any remaining components of the

#### General

prize.

35. All entries and any other materials submitted or made during the course or in connection with the promotion (which shall include photographs and recipes for cocktails, and videos) ("Material") becomes the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant assigns all intellectual property in the Material to the Promoter. The entrant acknowledges that the Promoter may use the Material for any purpose and use it anyway in any media for an unlimited period including but not limited to future promotional, marketing or publicity purposes without any further compensation or royalties paid to the entrant. The entrant agrees that the Promoter may edit the Material in any way. Each entrant warrants to the Promoter that each entry submitted is an original work of the entrant that does not infringe the rights of any third party. The Promoter may remove any Material from any display, including on any website, without notice for any reason whatsoever. Entrants warrant and agree that: (a) he/she will not submit any Material that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for persons under the age of 18, or otherwise unsuitable for publication; (b) their Material shall not contain viruses or cause injury or harm to any person or entity; and (c) he/she will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this



paragraph. Entrants consent to any use of their entry, which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

36. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process or who has, in the opinion of Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

37. Incomplete, indecipherable, or illegible entries will be deemed invalid.

38. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

39. The Promoter's decision is final and no correspondence will be entered into. This is a game of skill and chance plays no part in determining the winners. For the avoidance of doubt, if there is a tie between entries at any stage during the promotion, the Promoter, in its absolute discretion, will determine which entry is placed higher.

40. If for any reason a winner does not take an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.

41. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

42. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

43. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner, or otherwise selected by the Promoter to participate in filming any content arising out of this promotion (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Each selected entrant or winner agrees to execute any talent release in any form required by the Promoter to effect the above.

44. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

45. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.



46. The Promoter advocates the responsible service and consumption of alcohol and abides by a strict code of marketing practice for alcoholic beverages. All alcoholic beverages supplied during this promotion will be limited, in accordance with Responsible Service of Alcohol Requirements. It is a condition of this promotion that Participating Venues comply with applicable regulations and guidelines for the responsible service and promotion of alcohol.

47. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

48. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if any event in connection with the promotion is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner, Participating Venue or entrant; or (g) participation in a prize or attendance at an event.

49. As a condition of accepting any prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers, in their absolute discretion, including but not limited to a legal release and indemnity form.

50. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI asset out in its Privacy Policy, which can be viewed at www.diageopromotions.com.au. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out of marketing, access, update or correct their PI, how entrants entrant can contact and may complain about a breach of the Australian Privacy Principles. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

51. The Promoter is Diageo Australia Limited of Level 7, 99 Macquarie Street, Sydney NSW 2000, ABN 33 004 167 720.

