

# **“HAVANA CLUB PARTY MAKERS COMPETITION”**

## **COMPETITION TERMS & CONDITIONS**

When entering the HAVANA CLUB PARTY MAKERS competition, (hereinafter referred to as the **“Competition”**), you fully and unconditionally agree to be bound by, and to comply with, these terms and conditions (hereinafter referred to as the **“T&Cs”**) during and after the Competition. If you do not agree with any of these T&Cs, do not register for this Competition and do not participate.

### **1. PROMOTER OF THE COMPETITION**

This Competition is promoted by Pernod Ricard S.A., a public limited company with capital of EUR 411,403,467.60 euros registered on the Paris trade and companies register under number 582 041 943 and having its registered office at 5, cours Paul Ricard – 75008 Paris (the **“Promoter”**).

### **2. ELIGIBILITY**

The Competition is open to all individuals who are of legal drinking age or older in their respective country of residence at the time of entry and who can demonstrate (i) to be professional party organizers, festival organizers and late-night-bar/club-owners running their business for less than four (4) years at the time of entry and (ii) that their business is not directly or indirectly owned and/or controlled by a larger organisation (the **“Contestants”**).

The following individuals are not eligible to participate in the Competition:

- Employees, managers, partners and agents of the Promoter (including any of its subsidiaries or affiliated companies), their immediate families and members of their households and anyone otherwise connected to the organization of the Competition;
- U.S. citizens or permanent residents and/or employees with a permanent or fixed-term employment contract with a U.S. incorporated or U.S owned or controlled company (this rule also applies to U.S. territories);
- Citizens or residents of any country or jurisdiction where the participation in the Competition may breach any local law or regulation;
- Any person that is prohibited from participating because of a contractual or other legal obligation to another person or entity (such as an employer).

The Promoter reserves the right to require from Contestants that they prove they are eligible in any reasonable manner. Should a Contestant be found ineligible or be suspected of being ineligible by the Promoter on reasonable grounds, the Promoter will remain the owner of the Grants (as this term is defined below) and reserves the right to attribute the Grants to another Contestant and to require the return of any Grant already attributed.

### 3. ACCESS AND ENTRY TO THE COMPETITION

To enter the Competition, each Contestant must submit an application as described in section 4 below on the Competition webpage accessible through the following URL address: <https://havana-club.com/en/professional> (the “**Competition Webpage**”)

By entering the Competition, you expressly agree to abide by these T&Cs and the Havana Club website’s [Terms and Conditions of Use](#). At the time you do so, you will also acknowledge receipt of the Havana Club website’s [Online Privacy Policy](#) and the [Cookie Policy](#).

An entry will be deemed void if the entry has been made by an ineligible person, is incomplete or breaches these T&Cs. Entries must not be obscene, defamatory or offensive and must not infringe the intellectual property rights of any third party. By entering the Competition you confirm that you have permission to use or feature any people, content or other material contained within your application.

In case of non-compliance with these T&Cs, or if the Promoter believes that a Contestant has attempted to compromise the integrity or legitimate operation of the Competition in any way, the Promoter reserves the right to disqualify a Contestant from the Competition and no Grant will be attributed to the latter nor any compensation provided.

### 4. COMPETITION PHASES

Phase	Description	Dates
Entry Phase	<p>To submit a valid application Contestants shall:</p> <ul style="list-style-type: none"><li>▪ Complete an online entry form available on the Competition Webpage with their first name, last name, e-mail address and any other information regarding themselves and their business which is requested in the designated fields.</li><li>▪ Select the category of business in which they want to participate among the 3 following categories: (i) Party organizers, (ii) Late night bars &amp; clubs and (iii) Festivals (jointly referred to as the “<b>Categories</b>”).</li><li>▪ Upload a presentation (of maximum 3 pages) illustrating what their business is and answering a selection of questions indicated on the Competition Webpage (the “<b>Presentation</b>”).</li></ul>	<p>Entry Dates: from 14<sup>th</sup> October 2PM to 30<sup>th</sup> November 2021 11.59PM in local French time (i.e. GMT + 1 hour)</p>

	<p>Depending on their country of residence, Contestants will be assigned to one of the 3 regional groups of contestants (i.e.: AMERICAS, EMEA, APAC).</p> <p>All applications must be original to the Contestant, or, if not original, used with written authorization of others whose contributions must be identified in the application. Applications submitted after the entry deadlines will not be considered.</p>	
Phase 1: Judging	<p>Completed applications will be reviewed for each of the 3 regional groups by their respective panel of Regional Judges (as this term is defined below). The Regional Judges will select nine (9) local finalists per region (three (3) per Category) based on their assessment of the subjects covered in the application. In this Phase 1, the judges will base their decisions on their perception of the Contestants' submitted written applications and the way they respond to the questions being asked. In total, the Regional Judges will select twenty-seven (27) finalists across the 3 regions. When Phase 1 is completed, the finalists will be publicly announced on the Competition Webpage. All finalists will also be notified in writing that they advance to the next round of the Competition.</p>	<p>Judging Dates: between 15<sup>th</sup> November and 10<sup>th</sup> December 2021.</p> <p>Announcement of the finalists: 15th December 2021.</p>
Phase 2: Mentorings	<p>After the finalists have been announced, each of the finalists will be invited to attend online mentoring sessions which will be performed by the Regional Judges and the Global Judges (as this term is defined below). These sessions will consist in an inspirational 20-30 minutes' talk followed by 30 minutes Q&amp;A sessions. Dates and timing of these sessions will be made available on the Competition Webpage and notified in writing to the finalists. During these sessions, finalists will have the opportunity to rework their Presentation in view of the final round of judging.</p>	<p>Mentoring Dates: between 10<sup>th</sup> December 2021 and 28<sup>th</sup> January 2022.</p>
Phase 2: Judging	<p>Finalists must submit their final Presentation to the Regional Judges between 10<sup>th</sup> January and 4<sup>th</sup> February 2022 (11:59pm). Failing to send the</p>	<p>Presentation submission dates: Between</p>

	<p>Presentation during this timeline will disqualify the Contestant from the Competition. The final Presentations duly submitted will be sent to the Global Judges who will select in total nine (9) winners (3 per region) (the “<b>Winners</b>”). In this Phase 2, the judges will review the Presentation of each Contestant who has advanced to the next round. Their decision will be based on an evaluation sheet designed by the Promoter and the judges’ perception of each finalist in terms of 3 key indicators: creativity, cultural representation and business skills. The Contestants will be graded by the judges, allowing to select among the 27 finalists the 3 best Contestants of each region and distinguish the best graded Contestant out of all (the “<b>Grand Winner</b>”). The Winners will be publicly announced on the Competition Webpage. All finalists will also be notified in writing that they advance or not to the next phase of the Competition.</p>	<p>10<sup>th</sup> January and 4<sup>th</sup> February 2022 (11:59pm)</p> <p>Announcement of the Winners: between 14<sup>th</sup> and 18<sup>th</sup> February 2022</p>
<p>Phase 3: The Grand Final</p>	<p>All Winners will be invited in the final step of the Competition which will take place in Cuba and will have the opportunity to make a culturally immersive visit of Cuba. The Grand Winner of the Competition will be announced during the Competition awards event which will take place in Cuba.</p>	<p>Cuba trip Dates: March 2022 (exact dates will be notified to the Winners in due time).</p>

The Competition and judging process is designed to identify the highest-impact, highest-potential projects.

The Promoter will enlist the services of a culturally diverse panel of judges, each strong in varying fields spanning the world of hospitality & partying and all being established club owners, party organizers, festival organiser, Djs and cultural icons. The panel consists of 13 judges, including:

- 4 well established and globally recognized inspirational head judges (the “**Global Judges**”).
- 9 targeted Regional Judges (4 for EMEA, 3 for AMERICAS and 2 for APAC) (the “**Regional Judges**”).

All these judges will review Contestants' submissions for the Competition and select the winning Contestant based upon the judge's experience and the quality of the Contestant's applications and subsequent submissions during the course of the Competition.

The Competition includes several rounds of formal judging, as further described above, during various "Phases" of the Competition. All decisions of the Local and Global Judges are at their sole discretion and are final.

## 5. GRANTS

The following grants will be awarded to the winning Contestants (the "Grants"):

- All 27 finalists will be offered a mentoring program with the support of the Regional Judges of their respective regions (1 hour with each Regional Judge).
- All 9 Winners will be offered:
  - a five thousand euros (€ 5,000.00) grant;
  - a 4 days trip to Cuba including flights, hotels, breakfasts, lunches, dinners and different activities planned by the Promoter's hospitality team (indicative unit value: one thousand five-hundred euros (€1,500.00)).
- The Grand Winner of the Competition will receive an additional grant of fifteen thousand euros (€15,000.00).

The Grants are non-negotiable. As regard the trip to Cuba, the winning Contestants acknowledge that this Grant is not transferable or exchangeable and that they may not claim the cash value of this Grant. As regards the financial Grants, they will be transferred directly to the winning Contestants' bank accounts the details of which shall be provided to the Promoter.

If, for any reason whatsoever, the trip to Cuba must be cancelled, the Promoter shall be free to substitute this Grant by another grant of similar value. Any such decision is at the Promoter's sole discretion.

In the event any winning Contestant cannot be reached, by email or by phone, for more than seven (7) days after the first attempt to reach him/her was made, he/she will be deemed as having waived his/her right to claim the Grant and will not be entitled to any other prize or any kind of compensation.

In the event any winning Contestant does not want or cannot participate in the trip to Cuba and the Grand Final Phase, for any reason whatsoever, he/she hereby acknowledges that

he/she will lose the benefit of all Grants and will not be able to claim any compensation or other prize whatsoever.

All additional costs not expressly stated but which may be incurred in acceptance and use of the Grant is the responsibility of the winning Contestant. Such additional costs include, but are not limited to, transport to and from airport departure point, other transfers, taxes including arrival and departure taxes, insurance, travel insurance, passports and visas, spending money, currency exchange fees, meals, beverages, room service, and laundry services. The winning Contestant may be required to present a credit card and/or identification at the time of accommodation check-in.

As a condition of accepting the Grant and, in particular, the trip to Cuba, the winning Contestants may be required to sign legal documents as and, in the form, required by the Promoter.

## **6. RESPONSIBLE CONSUMPTION**

The Promoter, and all companies within the PERNOD RICARD group have a commitment to responsible drinking and discouraging misuse of our products. We expect Contestants not to post any comments, photos, videos and other type of content, in the frame of the Competition, which:

- features people who are or appear to be under the legal drinking age;
- is made by someone under the legal drinking age;
- encourages underage purchase or drinking of alcoholic beverages or illegal, irresponsible or immoderate drinking;
- promotes over-consumption or condemns or criticizes in any way anyone who chooses not to drink alcohol;
- portrays irresponsible drinking in a positive light or associates drinking with driving, operating any kind of machinery or engaging any kind of dangerous activity;
- implies alcohol beverages have any physical, psychological, intellectual benefits or contributes to sexual success;
- implies alcoholic beverages increases confidence or helps overcome individual or social problems;
- glorifies the alcoholic strength, relatively high alcohol content or intoxicating effect of a drink;
- mentions drinking alcohol in relation to any kind of illegal, antisocial, dangerous, aggressive or violent behaviour

## **7. FORCE MAJEURE**

The Promoter shall not be held liable if, for any reason beyond its control and/or a force majeure event, the Competition must be curtailed, modified, postponed or cancelled; in these

cases, no compensation will be due to the Contestants and the Promoter shall not be held liable for any of these changes.

## **8. AGREEMENT ON PROOF**

The Promoter has implemented a range of technical measures to determine the participation or non-participation of a Contestant. It is therefore agreed that unless there is an obvious error, the data stored in the Promoter's information systems have probative force in terms of the connection details and information resulting from IT processing related to the Competition.

## **9. PROMOTIONAL INFORMATION**

By taking part in the Competition, all Contestants who will move to Phase 2 of the Competition as finalists, may be requested to take part in promotional activity during or after the Competition. Accordingly, in accordance with these T&Cs and the Promoter's Privacy Policy, the winning Contestants hereby authorize the Promoter to use their names and contact details, any photograph or recording of them for the promotion of the Competition on the Promoter's, and on any Pernod Ricard Group company's, websites and social media channels during a period of two (2) years.

## **10. UPDATES TO THE T&CS**

The Promoter reserves the right to amend these T&Cs at any time throughout the Competition without prior notice to the Contestants regarding the enforcement or the validity of these amendments. Accordingly, the Promoter reserves the right to change modify, add or remove portions of these T&Cs according to its reasonable discretion. The updated T&Cs shall obligate all Contestants in the Competition from the date of their publication on the Competition Webpage. Contestants are encouraged to consult these T&Cs regularly.

Should any paragraph of these T&Cs be declared or judged illegal, unenforceable or void by a court decision, the paragraph in question will be considered null and void, but all other unaffected paragraphs will be enforced within the limits of the law.

## **11. SUSPENSION AND CANCELLATION OF THE COMPETITION**

The Promoter reserves the right in its sole discretion, to (i) cancel, terminate, modify or suspend the Competition, in whole or in part, at its sole reasonable discretion, if it believes the Competition is not capable of being conducted as specified within these T&Cs, at any time and without any liability, and (ii) to limit or restrict participation in the Competition. The Promoter will not be held liable for the modification, cancellation or suspension of the Competition and no compensation or remuneration will be due to the Contestants.

## 12. PERSONAL DATA

In entering the Competition Contestants consent to provide the Promoter with certain personal data in order that it may administer the Competition. Any personal data will be used only for the administration and promotion of the Competition and as set out in these T&Cs. Promoter's Privacy Policy and Cookies Policy, applicable to the Contestants, can be found at the HC website [Privacy Policy](#) and [Cookie Policy](#).

## 13. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The reproduction, representation or use in any way of all or part of the elements relating directly or indirectly to the Competition shall be strictly prohibited and the Contestants shall refrain from using the Competition Webpage and its contents in any way which is or may infringe the intellectual property rights of the Promoter and/or other third parties, without their prior written consent. All intellectual property rights of any kind, including, without limitation, trademarks, logos and any other intellectual property rights, whether registered or not, relating to the Competition, the Promoter or to any Pernod Ricard Group company, are and shall remain the property of the Promoter or – as the case may be – their respective owners. Any unauthorized reproduction or representation of such brands, logotypes and trademarks may constitute acts of counterfeiting and may be punishable by civil and/or criminal penalties.

Contestants shall not and expressly agree not to use or share any confidential or proprietary information that belongs to any other person or entity. Likewise, any confidential or proprietary information shared among or between Contestants or by the Promoter during the Competition must be maintained by each Contestant as confidential and proprietary.

Contestants shall not distribute or share any recordings or materials received from the Promoter or the judges or otherwise accessed to during the Competition any without express permission from the author, owner or presenter of that material.

## 14. LIABILITY

By entering, the Competition each Contestant agrees to:

- a) Release and hold harmless the Promoter, together with its affiliates and all of their respective past and present officers, directors, employees, agents and representatives, as well as the judges, mentors, partners and other volunteers involved with the Competition (collectively, the "**Released Parties**") from and against any and all claims, expenses, and liability, including (without limitation), any third party claims of intellectual property infringement, breach of confidentiality or trade secret claim(s) brought against the Released Parties asserting that the content, work product or activities of a Contestant infringe(s) the intellectual property, contract, trade secret or other rights of any other person (including any other Contestant), as well as claims



asserting damages of any kind to persons arising out of the Competition and the Contestants' participation in the Competition; and

- b) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to Contestant's participation in the Competition and/or any Contestant's acceptance, use or misuse of any of the Grants.

The Promoter shall not be responsible for any damage, loss or injury resulting from technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit their ability to participate in the Competition. The Promoter will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable applications.

#### **15. OTHER AGREEMENTS**

All Promoter's decisions in relation to the Competition are final and the Promoter is not requested to enter into any correspondence with the Contestants. No message whether written or electronic, will be sent to non-winning Contestants.

#### **16. APPLICABLE LAW AND JURISDICTION**

The Competition, the T&Cs and their interpretation are governed by French law. The competent courts of Paris (France) shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Competition or these T&Cs.

In order to be considered, any claims regarding the Competition must be submitted in writing and emailed to the Promoter for the attention of [brandon.mudiangombe@pernod-ricard.com](mailto:brandon.mudiangombe@pernod-ricard.com)

Last update: October 2021