

9th EDITION RULES AND REGULATIONS

Jerez de la Frontera, 1 November 2022



TÍO PEPE CHALLENGE CONTEST RULES AND REGULATIONS

1. - WHAT IS THE TÍO PEPE CHALLENGE?

Tío Pepe Challenge is an international competition in which professional bartenders of various nationalities compete with the aim of demonstrating their knowledge about Sherry Wines and their enormous potential as a key ingredient in cocktails.

The year 2022 marks the 9th edition of the **Tío Pepe Challenge**. It has become a major reference on the Sherry Wines events calendar, attracting some of the most talented bartenders from around the world and offering them not only the opportunity to learn more about Sherry Wines from the world's leading experts, but also to demonstrate their talent by offering new and original cocktails to their clients.

Having returned to a degree of normality after the COVID-19 health crisis, we are delighted to be able to present our all-new, reformulated Tío Pepe Challenge – totally adapted to the times – which brings together on and offline activities to celebrate Sherry Wines, mixology and creativity.

The activities are divided in the following stages:

PRESENTATION & TRAINING

Education is at the very heart of the Challenge and training its principal objective. That's why, in this edition, González Byass is providing participants with the possibility of taking part in online or in-person sessions.



In both types of session, $\longrightarrow \gamma \stackrel{\bullet}{\blacktriangleright} \longrightarrow$ participants will learn about the Challenge and how it works as well as increasing their knowledge about Sherry Wines and mixology under the wing of celebrated experts.

In-person Presentation & Training Sessions

Participating countries will be able to organise in-person presentations in their own countries including Sherry Wine education events and mixology masterclasses. The dates for the events will be published on the Tío Pepe Challenge website. To take part in the presentations and masterclasses, participants must fill in their details in the application form provided on the website. Applications will be forwarded to distributors/importers in each participating country who will respond directly to those wishing to take part to inform them about the number of places available and other details about the sessions.

González Byass cannot be held responsible for travel or other costs that participants might incur by taking part in these events.

Online Presentation

González Byass will organise online sessions to explain how the latest edition of the Challenge will work. The online sessions will also provide theoretical masterclasses including virtual wine tasting, an introduction to the *venencia* wine-pouring technique and mixology workshops. Dates will be announced on the website's dedicated space for the Challenge and via social media Facebook (@TioPepe) and Instagram (@TioPepeWines).

For participants to hone their education, there are links and specific information relating to Sherry Wines on the website: their use in cocktails, the *venencia* wine-pouring technique and interesting facts relating to González Byass' history and winemaking process.

To take part in the Challenge, participants do not need to register for the in-person or online masterclasses.



REGISTRATION

To register for the Challenge, go to www.tiopepe.com/challenge and fill in the application form with your details. In order to register, candidates must provide evidence that they are currently employed as professional bartenders. Registration will be open from 1 January 2022 to 30 March 2022.

KNOWLEDGE TEST

Once registered, candidates must pass a test of knowledge before submitting a cocktail recipe. The test must be completed online at www.tiopepe.com/challenge and candidates must score 80% or above. Successful candidates will then be able to submit their recipe in keeping with the competition's **RULES AND REGULATIONS**.

COCKTAIL RECIPE SUBMISSIONS

Once registered bartenders have passed the test, they will be given access to the form where they can submit their Sherry Wine cocktail recipes following the competition's rules and regulations:

- The cocktail recipe (following the competition rules)
- A photograph of the cocktail
- The story of how the cocktail was invented

The distributers/importers from the participating countries will receive weekly reports about the registered candidates and the recipes presented in the competition.

Cocktail recipe requirements

The cocktail recipes submitted by the participants must adhere to the following requirements:



The cocktail recipes $\longrightarrow \gamma \stackrel{\bullet}{\bullet} \longrightarrow$ submitted by contestants must be sent via the website and adhere to the following requirements:

- Use at least 50 ml of Sherry Wine from the González Byass range currently on the market
- Use a maximum of 5 ingredient + garnish

WILD CARDS & THE VENENCIA CHALLENGE

In this edition, registered bartenders will have the opportunity to win one of two **wild cards** to obtain direct access the National Finals of each participating country.

In order to obtain a wild card, contestants must pass the "VENENCIA CHALLENGE".

To take part in the "Venencia Challenge", contestants must send their videos demonstrating their ability and creativity by uploading a reel on their Instagram page using the specific country hashtag, i.e #TioPepeWildcardUK. The best videos will be posted on social media @TipoPepeWines and a jury panel will select two winners from each participating country.

SELECTION OF NATIONAL FINALISTS

National Finals consist of 10 finalists: 8 selected for their cocktail recipe suggestion and 2 via the wild cards.

The selection of finalists will be based on the following criteria:

Creativity

Originality

The story/inspiration behind the cocktail

The jury must announce the list of finalists in each participating country at least 10 days prior to the date of the National Final.

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NATIONAL FINALS

The National Final will be comprised of the following rounds:

- Blind tasting of 4 Sherry Wines: 20% of the final score
- Venencia wine-pouring technique: 20% of the final score
- Preparation of a signature cocktail with a González Byass Sherry Wine as an ingredient: 60% of the final score

The cocktail preparation test will last a maximum of 5 minutes per contestant and will be marked on the following:

-**Balance** – 40%

Overall taste of the cocktail, balance between the elements used in the recipe, including aroma, garnish, and pairing with food that highlights its flavour.

-Creativity & originality – 20%

Ability to contribute new ideas, new, original techniques, interesting ingredients etc. to mixology.

-Aspect-10%

Aesthetics: glassware, decoration, garnish, pairing, etc.

-**Presentation** – 30% presentation skills (ability to defend their original idea, cocktail backstory, technique employed etc.) and ability to captivate both the jury panel and the audience.

Date and location of the National Finals:

The date and location established for each National Final will be published on our website www.tiopepe.com/challenge.

In addition, all finalists will be directly informed of these details by the organisers.



González Byass will not be responsible for travel or any other expenses incurred by contestants to participate at the National Final.

INTERNATIONAL FINAL

The International Final will be held on **10 and 11 May 2022 in Jerez de la Frontera, Spain**, where the winners of the National Finals held in each participating country will compete in a 4-day program of activities organised for the finalists.

This International Final will be divided into two rounds:

Qualifying Round:

This stage of the competition will be held on the morning of 10 May. Each national finalist will compete before a panel of experts who, with their scores, will decide which 5 contestants qualify to advance to the following round.

This first qualifying round will be comprised of:

- Blind tasting of 4 Sherry Wines (15% of the score)
- Venencia wine-pouring (20% of the score: 10% technique + 10% amount of wine in the glass)
- Preparation of a signature cocktail using González Byass Sherry Wine (65% of the score)

Rules for the preparation of signature cocktails



Each contestant will have 5 \longrightarrow minutes to prepare and present two samples of his/her signature cocktail before the panel of judges. Contestants will also be allowed to review their ingredients an hour before the presentations begin and will be given 5 minutes for *mise en place*.

Final Round:

The top 5 finalists of the morning session will qualify to participate in the evening session before an audience, the jury and other mixology experts. This final round of the competition will be comprised of:

- Venencia wine-pouring (20% of the score: 10% technique + 10% amount of wine in the glass)
- Preparation of a cocktail using ingredients from a secret challenge.

Rules for preparing cocktails from the Secret Challenge:

Each of the 5 finalists will be presented with a secret challenge once they have been selected for the final stage. The challenge consists of preparing a new cocktail which details will not be released until the 11 May. To make the cocktail, the following criteria must be adhered to:

- The cocktail shall contain no more than 5 ingredients + decoration.
- At least 50 ml of the cocktail must be a González Byass Sherry Wine.
- The organisers will provide a number of different elements to use as decoration/garnish as well as a variety of different styles of glassware.

The finalist with the highest overall score after completing the two tests will be declared the winner of the **9th edition of the International Tío Pepe Challenge.**

2.- CONTEST PROCEDURES



Registration for these masterclasses, on and offline, is open to all professionals who request to attend. Applications are available by clicking on the tab for each country at www.tiopepe.com/challenge.

To take part in the Challenge, participants do not need to take part in the masterclasses.

2.2. IN THE COMPETITION

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In order to participate in a **National Final**, candidates are required to be employed as professional bartenders, to have registered for the contest, test of knowledge and submitted their cocktail recipe via our website between **1 January 2022 and 30 March 2022**.

Entering the Tío Pepe Challenge is free of charge and participation in this activity is subject to the contestants' acceptance of all the rules, regulations, legal terms and conditions of the competition.

2.3.- REQUIREMENTS FOR PARTICIPATING IN THE INTERNATIONAL FINAL

In addition, the signature cocktail that each contestant will prepare at the competition must appear on the menu of his/her establishment. This fact must be substantiated by each contestant and/or national distributor by sending the organisers a photograph of the menu.

González Byass and its international distributors shall cover the travel expenses and 4-day stay in Spain (according to the program described in paragraph 4 of the present Rules and Regulations) for each contestant at the International Final. Each individual participant is solely responsible for obtaining any and all documentation required for travel to Spain from his/her country of origin (passport, visa, etc.)

Any candidate who fails to comply with the aforementioned requirements for participating in the International Final will be disqualified from the competition and his/her place will be occupied by the runner-up with the next highest score.



3. - PRIZES

Each contestant at the International Final will enjoy a 4-day, all-expenses paid trip to Spain, including the following general program of activities:

- Day 1 (Monday, 9 May): Arrival and activities in Jerez.
- Day 2 (Tuesday, 10 May): Tio Pepe Challenge semi-final
- Day 3 (Wednesday, 13 May): Tio Pepe Challenge final, Gala dinner
- Day 4 (Thursday, 14 May): Return trip home.

The 5 finalists will receive a cash prize in accordance with their classification in the competition's final. The overall total of the prize money is 5000€. First, second and third place winners in the International Final will also be awarded a trophy and the overall winner will be accredited with the title of "Tio Pepe Challenge Grand Champion" in the 9th edition of the Tío Pepe Challenge.

González Byass reserves the right to modify, wholly or partially, the aforementioned travel program.

4.- DATES AND DEADLINES

TRAINING SESSIONS: **During the months of January, February and March,** a series of training sessions about Sherry Wines, both in-person and online. All details regarding these masterclasses will be made available on the web at www.tiopepe.com/challenge

REGISTRATION AND SUBMISSION OF RECIPES: All those professional bartenders interested in competing can register and submit their cocktail recipes from 1 January 2022 until 30 March 2022.



- INTERNATIONAL FINAL: The International Final will be held in Jerez de la Frontera (Spain) on **11 May 2022.**

LEGAL TERMS AND CONDITIONS

1. - PRELIMINARY CONSIDERATIONS.

Tío Pepe Challenge (hereafter, "the Contest" or "the Competition") is a Contest open to professional bartenders who legally reside in one of the participating countries.

The Contest will be immediately cancelled if the Contest's framework, procedures, Rules and Regulations or Legal Terms and Conditions contradict the laws of any of the participating countries or regions.

The Contest will be sponsored by González Byass (hereafter, the "Sponsor"), a legally established Spanish company with domicile at Calle Manuel María González, 12 in Jerez de la Frontera (CADIZ) 11403 – SPAIN.

All entrants in the Competition agree to the procedures, Rules and Regulations and Legal Terms and Conditions governing the Contest. All documents required for participation must be completed solely and exclusively by the registered participants.

González Byass reserves the right to modify, at any time, the Rules and Regulations of the Competition, in which case it is committed to publicly announcing any changes in this respect.

All professionals who fulfil the requirements set out in section 2 of the Rules and Regulations of the Contest are eligible to register to enter the Contest.



No individual who is - γ $\stackrel{\bullet}{=}$ employed by or has direct family ties with the Sponsor or any of its employees is allowed to participate in the Contest. The same applies to professional or family ties to employees of the Sponsor's filial companies, staff of advertising agencies, PR companies or any other entity involved in the development and design of the Contest.

The Sponsor reserves the right to verify the participants' qualifications by requesting them to provide a CV or resume during the registration process. Likewise, the Sponsor reserves the right to inform of any incident or conflict that arises either during the Contest or relating to it.

Except where prohibited by law, each participant may be required to provide a signed statement of possessing the required qualifications, and lend his/her consent to terms of liabilities and publicity and provide any other additional information required by the Sponsor.

2. – EXPENSES

Contest participation, both during the training stage as well as in the cocktail competition, will be free of charge for all interested professional bartenders who legally reside in one of the participating countries.

Travel and accommodation expenses for participating at the National Finals and qualifying rounds (in those countries where they are held) will not be paid by González Byass. Nor will the Sponsor pay for any expenses incurred from participation in the Masterclasses that precede the National Finals.

The Sponsor and its international distributors will cover travel and accommodation expenses and the 4-day program of activities for those National Finalists attending the International Final which will be held in May 2022 in Jerez de la Frontera — SPAIN.

3. - JURY



The Sponsor will maintain $\longrightarrow \gamma$ $\stackrel{\bullet}{\blacktriangleright}$ — maximum discretion at all times during the jury's deliberations, partial scoring and tallying of participants' final scores in each round of the Competition. This information will be maintained strictly confidential and will not be made public by the organisers.

In the case of a draw or even scores, the jury will proceed to reevaluating the performance and proposals of the participants with even scores.

4. - WINNERS

If the winner of a National Final or the International Final is disqualified for any reason, the contestant with the next highest score will be declared winner of the Competition.

5. - PRIZES

The prizes to be awarded to winners are described in section 4 of the Contest Rules and Regulations.

The Sponsor reserves the right to modify, in full or in part, the prizes awarded to winners, for whatever reason it deems appropriate.

Winners shall not be allowed to replace prizes with their monetary equivalent and will be responsible for their use. The Sponsor will not be held responsible for the maintenance or upkeep associated with the use or enjoyment of the prizes.

The Sponsor will not be held responsible for any guarantees, either implicit or explicit or of a legal or factual nature, related to the use, enjoyment or value of the prizes, with the exception of the standard guarantees established by the manufacturer or organisers.



6. - TAXES

PAYMENTS TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT ALL REQUESTED DOCUMENTATION TO THE SPONSOR IN ORDER TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL, PROVINCIAL AND FOREIGN TAX REPORTING AND WITHHOLDING REQUIREMENTS.

ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. In order to receive a prize, winners must submit the tax documentation requested by Sponsor or otherwise required by applicable law, to the Sponsor or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the winner's country of residence. The winner is responsible for ensuring that he complies with all the applicable tax laws and filing requirements.

If the winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsor may, in its sole discretion, select an alternative winner.

7. - INTELLECTUAL PROPERTY RIGHTS

As between the Sponsor and the Participant, the Participant retains ownership of all intellectual and industrial property rights (including moral rights) in and to any Cocktail with Sherry created under the Contest ("the Cocktail"). As a condition of participation in the Contest, Participant grants the Sponsor and the Contest Entities a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Cocktail (1) for the purposes of allowing Sponsor and the Judges to evaluate the Cocktail for purposes of the Contest, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to, the right to make videos, screenshots, animations and clips available for general promotional purposes of the Sponsor and its partner companies.



8. - PRIVACY

Participants agree that their personal data collected during the registration in the Contest, including name, mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes and within the context of the Contest.

Pursuant to EU law pertaining to data collection and processing, you are informed that:

- The data controller is the Sponsor and the data recipients are the Sponsor, its agents, and any affiliated Contest Entities;
- Your data is collected for promotional administration purposes and for marketing purposes;
- You have the right of access to the withdrawal of your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to GONZALEZ BYASS, S.A., calle Manuel María González, 12; 11403 Jerez de la Frontera (Cádiz). Ref^a Tío Pepe Challenge.

9. - PUBLICITY

By entering the Contest, Participants agree to participate in any media or promotional activity resulting from the Contest and agree and consent to use of their name and/or likeness by Sponsor and the Contest Entities, for such media or promotional activity, unless prohibited by law.

10. - WARRANTY AND INDEMNITY

Participants warrant that their Cocktails are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Cocktail and that they have the right to submit the Cocktail in the Contest and grant all required licenses.

Each Participant agrees not to submit any Cocktail that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or



moral rights or any other $\longrightarrow \gamma = -$ rights, including without limitation, copyright, trademark, patent, trade

secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state, federal, provincial or local law.

To the maximum extent permitted by law, each Participant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including related attorney fees) arising out of or accruing from (a) any Cocktail or other material provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in

connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or

entities other than the parties to these Rules arising from or related to the Participant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

11. - ELIMINATION

Any false information provided within the context of the Contest by any Participant concerning identity, mailing address, telephone number, email address, ownership of



right or non-compliance with $\longrightarrow \uparrow \stackrel{\bullet}{\bullet} \longrightarrow$ these Rules or the like may result in the immediate elimination of the Participant from the Contest.

12. - RIGHT TO CANCEL, MODIFY OR DISQUALIFY

If for any reason the Contest is not capable of running as planned, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. The Sponsor further reserves the right to disqualify any Participants who tamper with the submission process or any other part of the Contest.

13. - NOT AN OFFER OR CONTRACT OF EMPLOYMENT

Under no circumstances shall the participation in the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either the Sponsor or the Contest Entities.

14. - FORUM AND JURISDICTION

These Rules shall be governed by, subject to, and construed in accordance with the laws of Spain, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

The parties, to settle any claim, dispute or matter of difference which may arise out of or in connection with the Contest, further expressly submit themselves, expressly waving any other jurisdiction which might be appropriate for them to the jurisdiction of the courts and tribunals of Jerez de la Frontera (Spain).