### **OFFICIAL RULES**

# 2024 PAINT THE TOWN MANGO COCKTAIL COMPETITION

#### PRESENTED BY MANGO SHOTTA

The Paint Your Town Mango Cocktail Competition (the "Contest") presented by Mango Shotta ("Presenter") is sponsored by Chilled Media (the "Sponsor") and prizes provided by Women of the Vine and Spirits (the "Administrator").

By registering for or entering the Contest, you acknowledge and agree that Sponsor, Presenter, Administrator, their affiliates, agents and assignees have full permission and authority to use, publish and display your name, voice, photograph or other likeness, and biographic information, as well as your cocktail name, cocktail recipe, and/or a photograph or other image or depiction of your cocktail for advertising, marketing, publicity or any other commercial or noncommercial purpose(s), including but not limited to press, social media, digital media and/or activation, and any other promotional activation for Mango Shotta or other Sponsor products.

# **CONTEST ELIGIBILITY**

- Contest is only open to lawful permanent residents or citizen of the United States, including the District of Columbia, who are twenty-one (21) years of age or older at the time of entry, and have a valid driver's license or government issued photo ID. An entry may only be submitted by an individual and all prizes will only be awarded in the entrant's name.
- The Contest is not open to employees, owners, officers, members, or directors of, or any immediate family member (e.g., spouses, parents, siblings, children and each of their respective spouses) or person living in the households of: (a) a Sponsor, Presenter, Administrator, or parent, subsidiary, or affiliated company of a Sponsor, Presenter or Administrator; (b) any state or federal alcohol agency, board, or commission, or (c) any licensed beverage alcohol retailer, distributor, wholesaler, or supplier, or a parent, subsidiary, affiliate, agent, or advertising or promotional agency of such a retailer, distributor, wholesaler, or supplier.
- The Contest is: (a) governed by these Official Rules; (b) void for residents of Alabama, Indiana, Maryland, Mississippi, North Carolina, Utah, Vermont, Virginia, West Virginia, Puerto Rico, U.S. territories, possessions, and commonwealths, and wherever else prohibited or restricted by law, regulation, rule, or other applicable directive; and (c) subject to all applicable federal, state, and local laws and regulations.
- The Contest, and any websites, social media pages, and advertisements related thereto, is intended for viewing only in the United States.
- By entering the Contest, you agree that you have read and consent to be bound by these Official Rules and Sponsor's privacy policies available at <a href="https://www.chilledmagazine.com/mangoshotta">www.chilledmagazine.com/mangoshotta</a>.

Eligibility is conditioned on the acceptance of these Official Rules and the Sponsor's privacy policies at the time of entry.

# **CONTEST PERIOD:**

The entry period for the Contest begins on April 1, 2024, at 12:00 AM EDT and ends on May 31, 2024, at 11:59 PM EDT (the "First Round") and is designed to give eligible entrants the opportunity to win a Prize (as defined below) in accordance with these Official Rules. The Contest is subject to the entry period and

subsequent rounds of judging. For purposes of these Official Rules, all times are given in EDT. The <a href="https://www.chilledmagazine.com/mangoshotta">www.chilledmagazine.com/mangoshotta</a> website is the official timekeeping device for this Contest.

### JUDGING ROUNDS:

There will be four (4) rounds of judging in the Contest. In Round 1, the top twenty (20) scoring entrants based on judges' scores from among entrants who register to compete will be selected. In Round 2, entrants will be reduced to top ten (10). In Round 3, the top ten (10) cocktails or shots will be recreated and judged live by Chilled and Mango Shotta teams and reduced to top five (5). In Round 4, the top five (5) finalists will be flown to New Orleans to compete live during Tales of the Cocktail at The Sazerac House. If selected to compete as a top five (5) finalists, travel will be paid by the Administrator as set forth below.

# Judging Rounds:

- Entry Dates: April 1 May 31, 2024
  - First Round Winners Announced on or around June 07, 2024
  - Second Round Winners Announced on or around June 14, 2024
  - Third Round Winners Announced on or around June 30, 2024
  - Fourth Round Judged Live on or around July 22-25, 2024.
- Winners Announced during the Fourth Round.

HOW TO ENTER: There is one (1) way to enter:

Visit <a href="www.chilledmagazine.com/mangoshotta">www.chilledmagazine.com/mangoshotta</a> and complete the online registration and submit a recipe for an original cocktail or shooter using Mango Shotta meeting the requirements set forth in the "Entry Requirements" section below and otherwise in these Official Rules, and including: (i) a list of ingredients; (ii) preparation notes including glassware, garnish, ice (if applicable), detailed sub-recipes (if applicable), and presentation; (iii) a name for the original cocktail or shooter; (iv) an image of the prepared original cocktail; (v) an explanation of the inspiration or your thought process behind the cocktail; and (vi) your personal details as requested on the submission form (your "Entry").

Limit one (1) Entry per person. A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. THIS IS A CONTEST, NOT A GAME OF CHANCE.

By entering the Contest, contestants agree and consent to be bound by these Official Rules and the decisions of the judges and Sponsor and Presenter, which shall be final, and to waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to modify, amend, or otherwise change these Official Rules in its sole and absolute discretion with notice to the entrants.

Any Entries attempted through the use of agencies, or robotic, repetitive, automatic, programmed or similar methods will be void. Any attempt by a person to use multiple email accounts or identities to gain more Entries than permitted by these Official Rules shall result in disqualification at the sole discretion of the Sponsor. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the "authorized account holder" associated with the email address at the time of entry, which must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned an email address by the service provider or other organization that's responsible for assigning email addresses. Potential winners may be required to provide evidence (to the Sponsor's satisfaction) that they are the authorized account holder of the email address associated with a winning Entry. In the event a dispute regarding the identity of the person who submitted an Entry cannot

be resolved to the Sponsor's satisfaction, the affected Entry will be deemed ineligible. Entries and other submitted material become the sole property of Sponsor and will not be acknowledged or returned.

# ENTRY REQUIREMENTS:

Each Entry must comply with the following to be considered by the judges:

- Each Entry must be in English and must not have been previously entered in any other contest or published in any medium.
- Entries must not allude to the overconsumption or irresponsible consumption of beverage alcohol.
- The Entry must be an original, new cocktail or shooter and orange in color.
- Cocktail or shooter recipes must include detailed instructions for build, preparation, and mixing. Please specify brand(s) for any ingredients.
- An original recipe is the product of one's own mind and is not a copy or imitation.
- Recipes must be submitted in ounces, milliliters, and/or dashes (with dashes and drops being the smallest quantities) and contain no more than 2 1/2 ounces (at 40% ABV) total combined alcoholic ingredients, and the total volume of the ingredients shall not exceed six (6) ounces. Recipe must contain a minimum of 1 ounce total of Mango Shotta for the cocktail or a minimum of ½ ounce of Mango Shotta for the shooter.
- Recipes must not exceed five (5) ingredients, including drops and dashes. (This does not include garnishes.)
- Recipes can include house-made ingredients, so long as they are easily replicable and can reasonably be made at most well-stocked bars.
- Entries may not contain any ingredients which are dangerous, volatile, poisonous, or otherwise unsafe for human consumption.
- Entries may be shaken, stirred, built, blended, or the like but must be produced in a manner that is feasible to complete in a seven-minute timeframe (e.g., not frozen, boiled, etc.). If specialty equipment is required beyond what a standard bar would reasonably stock, such specialty equipment must be provided by the entrant.
- Entries that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, non-family-friendly, and/or Entries that otherwise contain inappropriate content or objectionable material may not be submitted and may be disqualified at any time in Sponsor's sole and absolute discretion.
- Entries that contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way may not be submitted and may be disqualified at any time in Sponsor's sole and absolute discretion.
- Entries must not contain any images or personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your Entry, you acknowledge and agree that such information will be disclosed publicly, and you are solely responsible for any consequences thereof.
- You may not be, nor may you work with parties in conjunction with your Entry who are: (1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display your Entry in any media form; (2) under twenty-one (21) years of age; or (3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Entry worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

Sponsor reserves the right in its sole and absolute discretion to disqualify any Entry it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decisions of the Sponsor on this and all matters pertaining to the Contest shall be final and binding.

### INTELLECTUAL PROPERTY:

By submitting an Entry, an entrant agrees all intellectual rights to the Entry will become the sole and exclusive property of Sponsor. As a condition of entry, entrant further agrees that Sponsors shall have the right to use, copy, modify and make available the Entry in connection with the operation, conduct, administration, and advertising and promotion of the Contest via communication to the public, including, but not limited to the right to make copies, screenshots, derivative works, animations, photographs, drawings or other depictions, and/or video clips publicly available for promotional and publicity purposes. Furthermore, by participating in the Contest and/or accepting the Prize each entrant grants (and agrees to confirm that grant in writing) to Sponsors and/or Sponsor's designees the perpetual, worldwide, irrevocable, royalty-free right to use his/her name, biographical information, photos and/or likeness, and statements, as well as the cocktail name, cocktail recipe, and/or a photograph or other image or depiction of the cocktail, for any and all promotion, trade, marketing, commercial, non-commercial, advertising, and/or publicity purposes, at any time or times, in all media now known or hereafter discovered without notice, review or approval and without additional compensation, except where otherwise prohibited by law

### WINNER SELECTION:

There are four (4) rounds of judging in the Contest. A panel of judges will review the Entries in each Round and select the Winners. Winners must be available and able to attend the final round in New Orleans if selected as on the top five finalists.

Judges' decisions with respect to the Winners and other matters pertaining to the Contest shall be final. If the judges, the Sponsor or its agents are unable to contact a potential Winner(s), or a potential Winner(s) fails to comply with any of the conditions and/or requirements set forth herein, or if any prize notification is returned as undeliverable, the next Entry selected by the judges shall be the Winner for the corresponding Judging Round.

Potential Winners will be notified by email, phone, text message, and/or verbally in person (if at a live event) in Sponsor's sole discretion and may be asked to provide necessary information (such as first and last name, email address, mailing address, and/or phone number) to Sponsor.

Entries will be reviewed based on the following judging criteria and considerations in Rounds 1 and 2, with the addition of cocktail recreation and taste in Rounds 3 and 4:

- Cocktail / Shooter name 10%
- Appearance and presentation (based on photo) 20%
- Balance (perceived based on recipe) 30%
- Theme Compliance 30%
- Creativity 10%

# PRIZES:

The following prizes (individually and collectively a "Prize" or "Prizes") will be awarded for the respective Winners. The dates are non-negotiable and if a winner is not able to attend, a reserve will be awarded the Prize.

• Third Round Winners: Top Five (5) Finalists right to compete in Fourth Round at Tales of the Cocktail at Sazerac House, New Orleans, LA. including:

- o One (1) economy roundtrip flight from the closest major US airport to entrant's confirmed residential address to Louis Armstrong New Orleans International Airport. Approximate retail value not to exceed \$500.
- Two (2) nights' accommodation at a local hotel. Approximate retail value \$450
- o Gift card valued at \$350.
- o Total approximate retail value = \$1,300.
- o Travel arrangements will be booked and paid for by Administrator.
- Fourth Round Winners: Grand Prize Winner cocktail will be featured on the Mango Shotta branded channels (website, social media, point-of-sale) and be awarded \$2,000 cash. Chilled Media will feature the Grand Prize Winner and cocktail or shooter in Chilled Magazine.
- Should they accept, the Mango Shotta Marketing team may invite the Grand Prize Winner to a photoshoot where they will capture imagery and videography of the Winner.
- Administrator will provide cash prizes as outlined below.

• 2<sup>nd</sup> place: \$1,500

■ 3<sup>rd</sup> place: \$1,000

• 4<sup>th</sup> place: \$250

• 5<sup>th</sup> place: \$250

#### Additional Prize details:

- Winners will be required to provide proof of age and identity and any documentation as reasonably required by the Administrator in order to validate their eligibility to claim the prize;
- Winners must be 21 years of age or older at time of travel;
- If a winner is unable to accept the prize, no compensation will be provided;
- Travel Insurance is NOT included;
- Once a booking has been confirmed no changes are permitted;
- If a booking is cancelled no alternative tickets will be issued;
- Winners are responsible for ensuring that they are in possession of appropriate travel insurance and any associated costs for this are the responsibility of the prize winner;
- All travel is subject to the travel provider's standard terms and conditions. Once booked, travel tickets cannot be altered or amended and no refunds are possible;
- Prize travel tickets cannot be used in conjunction with any loyalty program, any other discount, discount coupon(s) or voucher(s), promotion(s) or special offer;
- Once travel tickets have been issued, the Administrator, Sponsor or Presenter shall not be liable for any failure to comply with its obligations caused by (but not limited to) weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, or any other circumstances beyond the control of the Promoter or travel companies; and
- All expenses not explicitly set out in these terms and conditions will be the responsibility of the winners.

# CONDITIONS OF PARTICIPATION:

Prizes are not transferable. No Prize or other benefit awarded in this Contest shall be passed on directly or indirectly by any Winner to any alcoholic beverage retail licensee or other alcohol industry member. Taxes on a Prize are the sole responsibility of the Winner. No Prize substitutions or cash redemptions allowed, except by Sponsor, who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable or otherwise in its sole discretion. Sponsor shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. Entry into this Contest constitutes

entrant's agreement to be bound by the terms of these Official Rules and by the decisions of the judges and of the Sponsors, which are final and binding on all matters pertaining to this Contest. Potential Winners are required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within 48 hours following the date of first attempted notification. Failure to comply within this time period will result in disqualification and selection of an alternate Winner. In the event that any Prize notification message is returned as undeliverable or if no response to the prize notification message is received within the time period stated or if the potential Winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to the alternate potential Winner whose Entry achieved the next highest overall score in the judging criteria as determined by the judges in their sole discretion. If the confirmed Winner forfeits the Prize for any reason after confirmation, no alternate Winner will be selected. Each potential Winner will be subject to a background check before the prize is awarded. Sponsor reserves the right to disqualify a potential Winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor.

By submitting an Entry, entrants acknowledge that Sponsor, Presenter and Administrator and their representatives ("Released Parties") assume no liability for the use, publication, and/or broadcast of the Entry submitted, and entrants agree to indemnify, defend, and hold Released Parties harmless from any trademark, copyright infringement, intellectual property, personal privacy or right of publicity claims, or other proceedings arising therefrom and from and against any claims, damages or liability whether arising in tort, contract, or otherwise, due to any actual or alleged injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.

# DISPUTES:

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located Louisville, Kentucky. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Kentucky, without giving effect to any choice of law or conflict of law or conflict of law rules (whether of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Kentucky.

### **ELIMINATION:**

Any false information provided within the context of the Contest by any entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate elimination of the entrant from the Contest. Sponsor further reserves the right to disqualify any Entry that it believes in its sole and absolute discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.

# LIMIT OF LIABILITY:

Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive

Entries or other information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, war, strike, natural disaster, state of emergency or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Contest at any Judging Round, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select Winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process or the operation of the Contest or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

# **SEVERABILITY**

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

# WINNERS' LIST:

For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by at least 90 days after the Contest end date to the Sponsor.

Entrants will be automatically opted-in to receive messages from Chilled Media (entrants may unsubscribe from the list at any time.)

Sponsor: This Contest is sponsored by Chilled Media, 220 Harborside Drive, Suite 204, Schenectady, NY 12305.

Prize Administrator: The prizes are administered by Women of the Vine and Spirits, P.O. Box 24, Piermont, NY 10968.

Mango Shotta is not a sponsor or administrator of the Contest and is in no way responsible for the administration of the Contest, the verification of winners or the fulfillment of prizing. All inquiries regarding the Contest should be directed to Sponsor/Administrator.

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