

## INFORMATION FOR ENTRANTS

The "Torres Brandy Zero Challenge" is a multi-jurisdictional competition being run by Miguel Torres S.A, a company incorporated in Spain with company number A08933251 (the "**Promoter**"), to find businesses that wish to have a positive impact on society (the "**Challenge**").

The first phase of the Challenge is a local stage, governed by Local terms and conditions ("the **Local Terms**"). This document sets out the terms and conditions that apply to the second phase of the Challenge, the global competition (the "**Global Challenge**") and the process by which the winner(s) of the Global Challenge will be determined (the "**Global Terms**"). Any entry instructions are deemed to form part of the Global Terms. This document applies to all individuals who enter the Challenge as the "Participant" as defined in the Local Terms. All references to "you" in this document refer to your role as a Participant and, if relevant, as a "**Finalist**", as defined below.

By entering the Local Challenge, you accept and agree to be bound by both the Local Terms and the Global Terms in full.

The Global Terms prevail in the event of any conflict or inconsistency between the Global Terms and the Local Terms or between the Global Terms and any other communications from the Promoter including advertising or promotional materials. Definitions used in the Local Terms apply throughout this document and in the Global Terms unless the context otherwise requires.

The Global Terms apply to the winning Participants of the Local Challenges who are invited to participate in the Global Challenge on behalf of "Entrants" as defined in the Local Terms ("**Finalists**").

In September, we will launch the project therefore all Participants must be available to participate from then and will have two months to:

- register online (personal and professional data)
- make a 30 second video with a brief explanation of the highlights of their project
- respond to a test
- write a text about your project (500 characters)

The Participant is required to submit business information in the prescribed form as part of the application process for the Local Challenge.

Out of all Participants, a selection of 4 candidates per market will take place through the deliberation of a jury in November 2021.

In every market from November 2021 to February 2022, we will organize an event in which the selected teams will present their projects. Each event will have a local Jury And 1 winner per market will be decided by the Jury.

The Torres Brandy Zero Challenge Final will be scheduled on **March 31, 2021** happening in Barcelona as a **3-day experience from March 30<sup>th</sup> to April 1<sup>st</sup>** with the exact venue to be confirmed to Finalists.

\*Final dates may vary if necessary\*

If you cannot comply with any of the Global Terms then you should not enter or must withdraw from the Challenge as soon as becoming aware of your inability to comply fully with the Global Terms.

## **THE GLOBAL TERMS**

### **INTRODUCTION**

**These terms and conditions should be read together with the Local Terms, available at [torresbrandyzerochallenge.com](http://torresbrandyzerochallenge.com)**

Definitions in these Global Terms have the same meanings given to them in the Local Terms.

1. You agree to abide by these Global Terms and agree that the Promoter's and judges' decisions shall be final and binding in all respects relating to the Challenge.

2. The qualifying Local Challenge winners are entitled to compete in the Torres Brandy Zero Challenge against the other Local Challenge winners (collectively the "**Finalists**") from around the world.

3. The Global Challenge consists of the following three stages:

i **First selection September - October 2021:** online registration, a 30 second video presentation, + 500-character text about the project. The Jury will select 4 Finalists per market by the end of **October**, as detailed below in Stage 1 Online Registration & Selection.

All candidates shall fulfill the Online Registration & Selection process detailed in Stage 1

ii **Local Final (November - February 2022):** in a small event, the Finalists present their projects (bar project and cocktail) and the Jury will select 1 Finalist per market.

iii **Big Event March 31, 2022):** The Finalists must explain their projects (bar project and cocktail) and participate in an on-site Challenge: the creation of a sustainable cocktail with products proposed by the Promoter. The Global Jury will choose the Torres Brandy Zero Challenge Winner considering the previous presentations and the creation of the cocktail.

4. The prize for the winner(s) of the Torres Brandy Zero Challenge is:
  - a.i. Tores Brandy Zero Challenge Final: 25K + 5K will be awarded to the winner (the individual person who has submitted the application to enter to the contest) as the project progresses. The winner will have a plaque placed at the entrance of the bar/local. The 25K can only be used to make the sustainable project come true.
5. The Torres Brandy Zero Challenge Big Final will be conducted entirely using the English language, except in Mexico and Spain, where it can be conducted in Spanish if necessary.
6. The winner(s) of the Torres Brandy Zero Challenge are entirely responsible for assessing and paying all applicable taxes in respect of the Global Challenge, including (without limitation) any income or withholding taxes in all countries (including, without limitation, in their country and in the country/countries where the global final event takes place)
7. All exact dates and locations within Europe for the global final event may be changed by the Promoter and any such changes will be notified to Finalists.

## **STAGE 1 – Online Registration**

1. Finalists will have to register online (personal & professional data), send a video talking about the highlights of the project and a 500-character text presenting briefly the idea of their project September - October 2021.

Eligible individuals (“Finalists” / “you”) may apply to the Online Registration from 12:00am (EDT) on September 1, 2021 until 11:59pm EDT on October 31, 2021 by following the process outlined below. Applications must be received by the close of the Selection to be eligible. Applications received after 11:59pm EDT on October 31<sup>st</sup> will not be taken into consideration and will be automatically discarded.

**Selection.-** The aim of the Selection is to identify the four (4) people (“Participants”) of each market who will participate in the Torres Brandy Zero Challenge Local Final. Eligible individuals (“Finalists” / “you”), who at all times comply with the eligibility **conditions provided below, may be selected from 12:00am (EDT) on November 1, 2021 until 11: 59pm (EDT) on February 28th 2022.**

## **ELIGIBILITY**

The Selection process is open to residents who comply with the legal alcohol consumption age limit, of the following countries/regions only: **Canada, USA, Mexico, Lithuania, Finland, Norway, Sweden, Iceland, Ukraine, United Kingdom, and Spain**. If you are not a resident of one of the aforementioned countries/regions, you are not eligible to apply for or participate in the Selection.

Moreover, to be eligible for the Selection, Applicants must :

1. Hold a passport that will remain valid for up to six (6) months after the end of the Torres Brandy Zero Challenge;
2. Hold or be entitled to a visa or other authorization required to remain in Barcelona for 3 or 4 days, including any travel or other permit which may be required to volunteer during the Torres Brandy Zero Challenge;
3. Have good written and oral English skills. In the case of the Mexico and Spain local markets, those participating will be able to do so in Spanish. The non-Spanish native speakers will have the opportunity to have translators, in case it is necessary.
4. Be available and willing to travel for the scheduled Torres Brandy Zero Challenge period from March 30<sup>th</sup> to April 1<sup>st</sup> including an additional two (2) days after the end of the scheduled Torres Brandy Zero Challenge period to allow for matters beyond Our reasonable control (e.g. weather).

## **HOW TO APPLY**

To apply to the Selection to take part in the Torres Brandy Zero Challenge, you will need to:

1. Go to the [http:// torresbrandyzerochallenge.com](http://torresbrandyzerochallenge.com) page (“Site”);
2. Click on the “Apply now” button;
3. Accept these Selection Terms and the Privacy Policies available on the Site;
4. Complete and submit the application form by providing all required personal and contact details and answering all mandatory questions in English (“Application”);
5. Send a 30 second video explaining the highlights of your project. Accepted formats: wmv, avi, mov, mpeg, mp4, ogv, webm, 3gp, 3g2. The maximum upload size is 10MB

6. Provide, upon request, further information about you such as background. Each Applicant can only apply once and you affirm that you comply with the legal alcohol consumption age limit at the time you enter and reside in the Country/Region of Residence indicated by you in your Application. By applying, you agree that the Participants will be selected from all complete Applications received from eligible Applicants. Applicants acknowledge that, if selected, your participation in the Torres Brandy Zero Challenge will be individual. Consequently, children or other dependents of the Participants will not be permitted to attend. To the maximum extent permitted by law, Released Parties are not responsible for (i) computer or network problems, problems with servers, problems with email accounts; (ii) the failure to receive any Application for any reason whatsoever which are beyond their reasonable control; or (iii) for any other errors of any kind relating to the Selection, whether mechanical, technical, network, printing, typographical, human, or otherwise, including administration errors or problems affecting the administration of the Selection, the processing or reviewing of entries, the announcement of the Participants, or in any Selection-related materials. Participant Selection Applicants will be selected from the Applications ("Interviewees") and invited to maybe do an interview of individual telephone or video conference interviews with one or more members of the Selection Committee. Applications will be reviewed and Interviewees will be chosen entirely on merit, based on the skills-based criteria set out below: - 50 percent (50%) demonstrated passion for the subject matter, genuine interest in the sustainability potential of the Torres Brandy Zero Challenge, and ability to contribute to the mission of the Torres Brandy Zero Challenge and its projects and activities; - 30 percent (30%) demonstrated creativity, personality and individuality in the written response to the entry question, humor and storytelling ability a plus; - 20 percent (20%) passion for the potential of sharing the experiences and findings with others after the Torres Brandy Zero Challenge. Participants will be selected from the list of Experts prepared based on feedback from a committee.

If substantially similar Applications are submitted by different Applicants, the Selection Committee Members will select only the best version of that idea, as determined in their discretion.

Except where prohibited by law, if in the opinion of the Selection Committee no suitable Applications are received if an insufficient number of Participants or Reserves can be contacted, or if such persons do not respond in accordance with these Selection Terms, then We may cancel, extend or repeat the Selection at Our discretion.

Neither luck nor chance play any part in the Selection. To the extent permitted by applicable law, We may, at our discretion, conduct verification and background checks of the information you provide to us, and on any other element which We may deem as relevant to your application to the Selection and/or participation in the Torres Brandy Zero Challenge.

By applying to the Selection, Applicants expressly acknowledge and agree that, if they are selected as Participants, they may be required to provide further information about themselves in order to be able to participate, for example: - written confirmations or proof of eligibility, including proof of a valid passport, Country/Region of Residence, and current age; - travel authorization to remain in Barcelona and any other permit required to volunteer during the Torres Brandy Zero Challenge; - absence of any contractual or statutory obligations restricting

or prohibiting volunteering during the Torres Brandy Zero Challenge; - absence of any contractual obligations restricting or prohibiting the ability to appear in media and marketing content during or after the Torres Brandy Zero Challenge. Notification/Announcement of Participants.

The Participants and Reserves will be selected by February 28, 2022 and will be notified within one (1) calendar day of selection by email to the address provided in their Applications. In order to undertake the Torres Brandy Zero Challenge, each Participant must accept their position on the Torres Brandy Zero Challenge within one (1) calendar day of the date on which the notification email was sent by emailing acceptance of the position and the obligations and responsibilities in these Selection Terms to [info\(country\)@torresbrandyzerochallenge.com](mailto:info(country)@torresbrandyzerochallenge.com) and, within two (2) calendar days of accepting the position on the Torres Brandy Zero Challenge.

We may publicly announce the names and/or their Country/Region of Residence of the Participants within thirty (30) days of the close of the Selection, including through social media channels such as Facebook and Instagram (@torresbrandyofficial). This announcement may include information about the Participants.

You have made and will make certain representations and warranties to us in applying to the Selection for the Torres Brandy Zero Challenge, which we rely on the accuracy and truth of in administering the Selection. Should we become aware of any fraud, deceit or similar action undertaken in connection with the Selection or otherwise, or any act or omission which we consider might have an adverse effect on the Selection or on Our reputation, We reserve the right in Our absolute discretion, without notice to you and/or without giving reasons, to (i) disqualify your Application from the Selection; or (ii) terminate your participation in the Torres Brandy Zero Challenge. Prohibited Content Applications or content submitted as part of the Selection must be your original work, must not have been previously published, and must not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy, publicity or other moral rights. Applications must not contain: (i) endorsement or promotion of illegal or harmful activity; (ii) violent, profane, vulgar, obscene, defamatory or otherwise objectionable material; (iii) adult material; or (iv) defamatory content. We reserve the right to disqualify any Applicant who violates these prohibitions or any other provision of these Selection Terms, or whose Application We deem inappropriate for any reason, in Our sole discretion.

## **STAGE 2 – Local Event**

1. During **November 2021 to February 2022**, every market will organize an event in which the selected participants will showcase their projects.

2. A local Jury will be selected by
3. During the event, the 4 Finalists will have time to present their projects:

### - Presentation of the Bar Management Project (90 points)

Finalists have 10-15 minutes to explain the project of how to manage a sustainable bar. The Jury has 18 points to evaluate each category (90 in total). The breakdown is as follows:

- **General Idea (18 points):**

The idea:

- tackles a clear and large social environmental issue
- makes a significant difference to the environmental problem (transformational vs incremental change)
- has strong market potential, clear target customers and beneficiaries
- is aware of alternative solutions and competitors
- will include cost savings in the future for the bar/establishment

- **Construction materials used-(18 points):**

- Providers (local, eco-friendly certified...)
- Circular economy

- **Local and eco- friendly products (18 points):**

- Types of materials
- Value proposition
- Environmental impact

- **Sustainable logistics: materials, recycling, waste (18 points):**

- Logistics concerned with generating the least possible environmental impact
- Demonstrates that the bar has the right design to succeed (skills, experience, commitment)

- **Cocktail menu management (18 points):**

- Design (placement, design, clarity...)
- Display materials used
- An adapted design for each season

The presentation can be supported by any kind of format such as PPT, Notes, AutoCAD, Pdf, renders, 3D, mock-ups, audiovisuals... and will be displayed on screen. The participants must send all the documents in advance (5 days prior to the Local Event) to make sure the formats are suitable. Consider the use of proper audiovisual production. The Promoter disregards any claim and would not accept any kind of responsibility for misuse, in case of the utilization of any audiovisual content, owned by a third party, and that has been used without their consent.

### - Presentation of the ecocktail: (10 points)

Finalists have 5 minutes to explain and prepare a sustainable ecocktail. There is no minimum or maximum limitation of ingredient quantities, although between 30 and 60 ml of any Brandy from the Torres catalogue is mandatory. Finalists bring their own ingredients / houseware to produce their cocktail. One cocktail must be made to share with the Jury. The Jury has 2 points to evaluate each category (10 in total). The breakdown is as follows:

- **Appearance** (2 points):
    - the presentation of the drink
    - its attractiveness
  - **Aroma** (2 points):
    - the combination of flavors
    - the taste
    - how memorable the cocktail is
  - **Serving - Bartending skills** (2 points):
    - the skills while preparing the cocktail
    - the "show-cooking"
  - **Communication skills** (2 points):
    - the quality of the speech
    - passion of the Representative
  - **Zero Challenge Values** (2 points):
    - creating awareness
    - respecting the nature by changing habits
    - origin of the products
    - generating the least possible environmental impact
4. We will have 1 winner per market, and it will be decided by the Local Jury.

### **STAGE 3 – Big Event**

1. The Torres Brandy Zero Challenge Final is scheduled to take place **from March 30 to April 1, 2022 in Barcelona** with the exact location to be confirmed to Finalists.
2. The Local Terms applicable to each Finalist set out the terms relating to the Local Challenge prizes and the travel, accommodation and catering arrangements that apply during The Torres Brandy Zero Challenge Final.
3. The Torres Brandy Zero Challenge Final will be divided into three days of activities (**from March 30 to April 1, 2022** -courtesy of Torres), one will be the Big Event:**31st March Landing in Barcelona 28th-29th March**
  - i. Presentation of the selected projects (both Bar Management Project and ecocktail)
  - ii. Jury deliberation
4. During the event, the Finalists will have time for presenting their projects:
  - **Presentation of the Bar Management Project: (90 points)**



Finalists have 10-15 minutes to explain the project of how to manage a sustainable bar. The Jury has 18 points to evaluate each category (90 in total). The breakdown is as follows:

- **General Idea** (18 points):

The idea:

- tackles a clear and large social environmental issue
- makes a significant difference to the environmental problem (transformational vs incremental change)
- has strong market potential, clear target customers and beneficiaries
- is aware of alternative solutions and competitors
- will include cost savings in the future for the bar/establishment

- **Construction materials used**-(18 points):

- Providers (local, eco-friendly certified...)
- Circular economy

- **Local and eco- friendly products** (18 points):

- Types of materials
- Value proposition
- Environmental impact

- **Sustainable logistics: materials, recycling, waste** (18 points):

- Logistics concerned with generating the least possible environmental impact
- Demonstrates that the bar has the right design to succeed (skills, experience, commitment)

- **Cocktail menu management** (18 points):

- Design (placement, design, clarity...)
- Display materials used
- An adapted design for each season

The presentation can be supported by any kind of format such as PPT, Notes, AutoCAD, Pdf, renders, 3D, mock-ups, audiovisuals... and will be displayed on screen. The participants must send all the documents in advance (5 days prior to the Local Event) to make sure the formats are suitable. Consider the use of proper audiovisual production. The Promoter disregards any claim and would not accept any kind of responsibility for misuse, in case of the utilization of any audiovisual content, owned by a third party, and that has been used without their consent.

#### **- Creation of an ecocktail from the Local Store/Market (10 points)**

Finalists have 10 minutes to create an ecocktail with secret ingredients to be chosen from a market (set up onto the stage). There is no minimum or maximum limitation of ingredient quantities, although between 30ml and 60ml of any Brandy from the Torres catalogue is mandatory. One cocktail must be made to share with the Jury. The Jury has 2 points to evaluate each category (10 in total).

The time period of the show will be organized by phases:

- 5 minutes to choose ingredients from the supermarket
- 3 minutes to create a cocktail (three cocktails must be made for the Jury)
- 2 minutes to explain it

For every minute exceeding the allotted time, Finalists will lose 5 points from their total score of 10 points.

The breakdown will be the same points as in the Local Events:

- **Appearance** (2 points):
  - the presentation of the drink
  - its attractiveness
- **Aroma** (2 points):
  - the combination of flavors
  - the taste
  - how memorable the cocktail is
- **Serving - Bartending skills** (2 points):
  - the skills while preparing the cocktail
  - the "show-cooking"
- **Communication skills** (2 points):
  - the quality of the speech
  - passion of the Representative
- **Zero Challenge Values** (2 points):
  - creating awareness
  - respecting the nature by changing habits
  - origin of the products
  - generating the least possible environmental impact

5. The Jury will deliberate which ecocktail is the most sustainable. The winner will be the Finalist who gets the highest score in both phases; Presentation of the Bar Management Project & Presentation of the ecocktail.

6. After the awards ceremony, a gala dinner will take place.

7. Precise details regarding expected duration and format of any presentations will be disclosed to the Finalists prior to Torres Brandy Zero Challenge Final. The Judges will determine how to allocate the Grand Prize in their absolute discretion. The allocation of the entire Grand Prize will be announced at Torres Brandy Zero Challenge Final and confirmed in writing to the corresponding winners within 5 business days after the Big Event.

8. The Judges' decisions are final and binding on all matters relating to the allocation of the Grand Prize and no correspondence will be entered in relation to such allocation either by the Judges or the Promoter.

**THE GLOBAL COMPETITION MATERIALS AND PROFILES ON THE PROMOTER'S WEB SITE**

1. The Promoter will create certain materials to enable the Promoter to devise advertising and promotional campaigns in support of the Global Challenge and will include the following:

- i a profile of each Finalist for the Website (the "**Entrant Profiles**");
- ii participation in and creation of public relations, promotional and marketing activities, including the creation of marketing materials through photoshoots, filming of different stages of the Challenge, webisodes, social media and digital content and advertising in all media (the "**Promotional Materials**"); and
- iii together with any other marketing materials as may be requested by the Promoter in connection with the Global Challenge and/ or its products and services (the "**Global Challenge Materials**").

2. The Promoter may use the services of specialist external marketing and PR agencies ("**Agencies**") to assist it and the Finalists with the preparation of the Global Challenge Materials. The Finalist shall cooperate fully with the Agencies as reasonably required by the Promoter.

3. The Promoter estimates that the time required for the Finalist to participate in the preparation of the Global Challenge Materials will be approximately 3 days. The Finalist must provide any information requested by the Promoter to create the Global Challenge Materials ("**the Entrant Information**") by September 1, 2021 or any such other date specified by the Promoter and communicated to the Finalist. The Finalist shall make any changes to the Entrant Information reasonably requested by the Promoter in accordance with the timeframes specified.

4. The Promoter shall have final approval over all Entrant Information submitted by the Finalist to create the Global Challenge Materials.

5. The Finalist agrees:

6.

i to both provide the Entrant Information and to participate (without any payment whatsoever for either) in the preparation of the Global Challenge Materials as may be required by the Promoter;

ii that they have no right of approval over the Global Challenge Materials and that the Promoter has no obligation or liability to any Finalist or Representative who does not like the materials featuring them or their business;

iii to seek the prior written consent of the Promoter to use the Global Challenge Materials (and the Promoter shall have absolute discretion as to whether to consent to such use and release the relevant materials)

iv The Promoter will have no obligation to make any use whatsoever of the Entrant Information for any Finalist and it may cease using any Global Challenge Materials for any reason or for no reason at any time at its absolute discretion.

7. The Finalist confirms that:

i the Entrant Information: the Finalist confirms that provides its own original work and does not and will not infringe the copyright, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity anywhere in the world;

ii. it will obtain prior to submission, all licenses, releases and consents ("**Releases**") necessary to permit the use of the Entrant Information. The Promoter reserves the right to request proof of these Releases in a form acceptable to the Promoter from any Finalist at any time. The Promoter, in its absolute discretion, may cease to use any Global Challenge Materials if the Finalist fails to provide any Releases upon request; and

iii. any individuals featured in the Entrant Information have consented to the submission of the Entrant Information and use and inclusion of such materials in the Global Challenge Materials in accordance with these Global Terms.

## **PUBLICITY**

By submitting an Application, you grant Us a non-exclusive perpetual (or for the term of the protection granted by the relevant intellectual property rights), worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, communicate to the public, broadcast, perform, display, or otherwise use the Application, in whole or in part, with or without modifications, in any form or medium (including: internet, any printed medium distributed via press, billposting, point of sale advertising, flyers, leaflets, etc.), whether now existing or later developed, for any purpose, including entertainment, promotional and/or advertising. To the greatest extent permitted by law, you agree in Our favor to waive and not to assert or invoke any so-called moral rights in relation to your Application (including the right to be identified as the creator of the work and the right to object to derogatory treatment of the work). For the avoidance of doubt, the license referred to in this paragraph is a fully paid-up license. By entering, you guarantee to Us that your Application is original as referred to above, and that you have all necessary rights to provide the Application and to grant to each of Us the rights set out in these Selection Terms, as well as having the consent of any person identified, depicted or referred to in your Application. If lawful in your jurisdiction, you will indemnify and hold Us each harmless for any breach of these provisions. Permissions and Releases By applying to the Selection, you agree that if selected to participate, you are under no legal or physical obligation to take part in the Torres Brandy Zero Challenge (i.e. it is voluntary); you may be contacted by Us, our agents, or our Torres Brandy Zero Challenge partners in relation to the Selection and/or the Torres Brandy Zero Challenge; you agree to provide reasonably requested documents in support of your Application; you agree to take part in any publicity that occurs as a result of the Selection and/or the Torres Brandy Zero Challenge; and you agree to be filmed, photographed and otherwise recorded (including your voice, image, likeness, performances, etc.) during the Selection and Torres Brandy Zero

Challenge, including statements about the Selection, the Torres Brandy Zero Challenge, Us and the Participants' activities, experiences and opinions, and that We may use such recordings for any and all promotional or other purposes in any and all media worldwide in perpetuity – Participants will have no rights over such materials. Participants represent they will behave as good citizens and comply with all applicable laws and regulations during the Torres Brandy Zero Challenge, including during travel to and from Iceland, that they will cooperate with Torres, the Torres Brandy Zero Challenge logistical team during the Challenge, and that they will be present and remain throughout the Torres Brandy Zero Challenge. Participants agree they will not by any act or omission do anything which might bring Torres or its partners into disrepute. Participants acknowledge that breach of this representation may result in the immediate termination of their participation in the Torres Brandy Zero Challenge. The Finalist agrees not to release any publicity or other materials on its own or through a third party regarding its participation in or any other aspect of the Challenge without the prior consent of the Promoter, which it may withhold in its absolute discretion.

## **HEALTH AND SAFETY**

Applying to the Selection and/or participation in the Torres Brandy Zero Challenge is at each Participant's own risk, and health and safety is the Participant's own responsibility. By entering the Selection, Applicants confirm they are in sufficient health condition to take part in the Torres Brandy Zero Waste Challenge and to carry out the activities mentioned under the "Torres Brandy Zero Challenge" section above. General Liability Release Save as may be required by any applicable mandatory laws, the Torres Brandy Zero Challenge will be as referred to in these Selection Terms and is, to the maximum extent permitted by law, provided as is with no express or implied warranty, condition, or guarantee. This Selection may be subject to mandatory local laws and regulations, including tax laws. Participants are each solely responsible for any taxes or social contributions applicable to or resulting from their undertaking of the Torres Brandy Zero Challenge, and We will have no obligation whatsoever for any related taxes or social contributions that may be payable. Prior to acceptance into the Torres Brandy Zero Challenge, Applicants will be required to execute an agreement to confirm acceptance of the Selection Terms and indemnify Us and waive Our liability in relation to the Torres Brandy Zero Challenge. We may require Participants to sign and return a declaration or affidavit of eligibility (determined at Our discretion), a liability release and a publicity release permitting Us to use their name, image, and Application in promotional materials, where permitted by law. Refusal or inability to sign and return any requested declaration, affidavit or other document referred to in these Selection Terms within two (2) calendar days of receipt may result in disqualification and selection of an alternate Participant. By entering the Selection, Applicants release the Released Parties from any liability whatsoever, on any theory, and waive, to the maximum extent permitted by applicable law, all claims and causes of action arising from or related to the Selection, its administration and/or participation in the Torres Brandy Zero Challenge (including any travel or activity related thereto). However, nothing in these Selection Terms limits or excludes any person's or entity's liability for death or personal injury caused by their negligence, or fraud, or any other liability which may not as a matter of law be limited.

## **COVID CLAUSES**

- Testing

In the event that PCR tests are necessary to make the trip, these tests will be paid by the participants. The Promoter is not responsible for these tests.

- Social Distancing and occupancy monitoring, Hygiene and ventilation and Other personal safety measures

Participants must comply with all the rules, as well as all those specific instructions and signs found in the facilities where the event is held.

## **PERSONAL DATA**

In order to administer the Selection, we need to collect, review and store your personal data (e.g. name, contact details and Application) ("Selection Personal Data"). The provision of Selection Personal Data is obligatory. If you fail to provide the Selection Personal Data, you will not be able to participate in the Selection or the Torres Brandy Zero Challenge. The purpose of processing of the Selection Personal Data is to enable Us to perform Our obligations under these Selection Terms. We control the Selection Personal Data but may share the Selection Personal Data with third party providers for the purpose of Selection and Torres Brandy Zero Challenge administration. You hereby recognize, accept and confirm the purpose, nature, period, and extent of any such use of personal data are required in order for Us to administer the Selection and are therefore a necessary condition of the Selection. Moreover, you acknowledge that, if selected as an Interviewee, We may perform, at our sole discretion, background and/or verification checks on the information you have provided in order to ascertain or confirm your eligibility to participate in the Selection and, if applicable, to take part in the Torres Brandy Zero Challenge. In some jurisdictions, your written consent might be required to process your Personal Data. In these circumstances We will request such consent. We will process the Selection Personal Data as controllers in order to perform Our obligations under these Selection Terms (including for the purpose of administering the Selection, compiling the list of Interviewees and selecting the Participants and Reserves) and, where permitted by law, for Our legitimate interests (e.g. marketing and promotional purposes in relation to the Torres Brandy Zero Challenge). We may share the Selection Personal Data with third party providers for the purpose of Selection and Torres Brandy Zero Challenge administration. In some circumstances, we may need to ask you to provide Us or our partners with additional personal data (e.g. to demonstrate medical fitness for the relevant activities). In these circumstances, We, or our partners, will ask for your consent to the processing of such personal data, and if necessary, to share such personal data with third party providers. If you are asked to provide such additional personal data, this sensitive personal data will not be considered Selection Personal Data and will be controlled entirely by a third party, not by Torres, and Torres will not have any access to it whatsoever. For more information on how Torres processes your Personal Data, on data retention periods and on Participants' rights concerning their Personal Data, please see our privacy policy at <https://torresbrandyzerochallenge.com>

## **PRIZE TAXATION**

To the prize of this draw, Law 46/2002 of December 19, Law 24/2001 of December 27, Law 40/1998 of December 9, of the Income Tax of Natural Persons; Royal Decree No. 214/1999, of February 5, which approves its Regulations; Royal Decree 2717/1998, of December 18; Royal Decree 2069/1999 of December 30, which approves the Statute of the Public Business Entity Lotteries and State Gambling; Royal Decree 3059/1966 of December 1, which approves the Consolidated Text of Tax Rates; Any subsequent modification to these and other concordant provisions, for which, where appropriate, it will correspond to the commercial entity Miguel Torres S.A, the realization of the deposit on account or the practice of the appropriate withholding.

## **COMPLIANCE WITH THE TORRES CODE OF RESPONSIBLE MARKETING ("THE CODE")**

1. The Promoter is a member of the Torres group of companies and is required to ensure that all aspects of the Global Challenge, including the Global Challenge Materials, comply with the Code. A full copy of the Code can be viewed at [torresbrandyzerochallenge.com](http://torresbrandyzerochallenge.com)
2. The Finalist is required to ensure that its business and conduct throughout the Global Challenge is entirely consistent with and in accordance with the Code and the Finalist shall co-operate fully with the Promoter and assist the Promoter to ensure full compliance with the Code.

## **CONFIRMATION OF KEY ELIGIBILITY CRITERIA AND SUITABILITY**

1. The Finalist confirms that:

- i its business is a for-profit legal entity, and it has been established in accordance with all applicable federal, provincial, state and local laws rules and regulations;
- ii The Finalist complies with the legal alcohol consumption age limit in the market first applied to with power to bind the Entrant; its business does not and will not violate the rights of any third party;

iii neither the Finalist nor any of its directors or officers have ever been convicted of fraud, been bankrupt or disqualified from acting as a company director;

iv the Finalist will not act in any way or release any material that is untrue or which could reasonably be considered to be obscene, blasphemous or defamatory, derogatory or disparaging, or that may or does adversely affect any advertising or promotional campaign of the Promoter, or may or does bring the Promoter into disrepute including but not limited to any arrest, prosecution or conviction relating to any criminal or illegal act including without limitation, any drink, dangerous or reckless driving event;

v the Finalist shall not, without the consent in writing of the Promoter, use, reveal or make public any financial or business information of the Promoter or any member of the Torres group;

vi the Finalist has disclosed to the Promoter in writing any incidents in its past or present personal or business circumstances that a reasonable person would reasonably expect to be material to the Promoter in operating the Global Challenge and giving exposure to the Finalist;

vii the Finalist has complied with the Local Terms and has complied and will continue to comply with the Global Terms; and

viii any Entrant Information which the Finalist has provided to the Promoter, not violate or infringe the rights of any person or entity.

## **LIABILITY AND INDEMNITIES**

1. The Finalist agrees to defend, release, discharge, indemnify and hold harmless upon demand the Promoter, its parent, affiliates, subsidiaries, and Agencies and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing from any and all losses, claims, allegations, demands, costs, liabilities, judgments, settlements, penalties, damages and expenses (including, without limitation, reasonable legal fees and settlement costs) resulting, in whole or in part from the Finalist's participation in, or disqualification from, the Global Challenge or Local Challenge including without limitation:

- a.i. any travel/activity related or in any way connected to the Challenge (including, without limitation, transportation to, participation in or accommodation at any events which form part of, are related to or are ancillary to the Challenge);
- a.ii. any related activity or the acceptance, possession, use or misuse of any awarded prize;
- a.iii. any alleged or actual violation of the Local Terms or Global Terms;
- a.iv. any actual or alleged breach of any representation, warranty or agreement in the Global Terms; and
- a.v. any use of the Global Challenge Materials permitted in the Global Terms.

2. Nothing in these Global Terms limits either the Promoter's or the Finalist's liability for fraud, or for death or personal injury caused by its negligence or any other liability to the extent that such liability cannot be excluded or limited as a matter of law.

3. The Promoter is not responsible or liable for:



**i.** entries, votes or other communications which are misdirected, lost, delayed, damaged or corrupted during delivery to or from the Local Promoter due to any computer malfunction, virus, bug, delay, erroneous or any other reason whatsoever;

**ii.** lost, interrupted or unavailable network, server, telecommunications, satellite, Internet Service Provider (ISP), website, or other connections;

**iii.** computer hardware or software malfunctions, failures or difficulties;

**iv.** any incorrect or inaccurate information, whether caused by human error, site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Challenge;

**v.** injury or damage to the Finalist's computer or to any other person's computer related to or resulting from participating in the Challenge or downloading materials from or use of the Challenge website; or

**vi.** other errors or difficulties of any kind, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Global Challenge including, without limitation, errors or difficulties which may occur in connection with the administration of the processing of applications, the judging process, the announcement of the Global Challenge winner or in any Global Challenge Materials.

## **EXCLUSIVITY**

1. The Finalist agrees not to enter any endorsement or promotion arrangement relating to another alcohol brand from the date of submitting their Challenge application until either:

**i.** the Finalist receives confirmation that it has not been selected to proceed to the final of the Local Challenge; or

**ii.** the Finalist is selected to participate in the final of the Local Challenge, from midnight on November 1, 2021.

## **NOTICES**

1. Any notice to be given under these Global Terms shall be in writing and shall be deemed to have been received:

**i.** if delivered personally, at the time of delivery;

**ii.** if sent by prepaid first class recorded delivery post, at 9.00 am on the second working day after posting;

**iii.** if delivered by commercial courier, on the date and at the time that the courier's receipt is signed; and

**iv.** if sent by email, at the time of transmission.

## **DISPUTE RESOLUTION**

1. Except where prohibited by law, the Finalist agrees that:
  - i. any disputes, claims and causes of action arising out of or connected with the Competition shall be resolved exclusively by the courts of Barcelona,-Spain; and
  - ii. under no circumstances will the Finalist be permitted to obtain awards for, and Finalist hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and all rights to have damages multiplied or otherwise increased.

## **ENTIRE AGREEMENT**

1. These Global Terms, the Local Terms and the Information for Entrants document, together with any documents referred to within these, comprise set out the entire agreement between the Finalist and the Promoter with respect to the Global Challenge.

## **GOVERNING LAW**

2. The Global Challenge and these Global Terms shall be governed by the laws of Spain without regard to any conflict of law provision or rule that would result in the application of the law of any other jurisdiction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Global Terms, or the rights and obligations of the Finalist and Promoter about the Global Competition, shall be governed by, and construed in accordance with, the laws of Spain.