



6th EDITION
RULES AND REGULATIONS

Jerez de la Frontera, 1 October 2018



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 2019 marks the 6th 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.

The competition is divided into 3 parts:

- **Training**, as a key part of the event, González Byass will organise a series of masterclasses in each of the participating countries, where bartenders will learn more about Sherry Wines directly from the experts, as well as Sherry Wines' applications in mixology and the unique *venencia* wine-pouring technique.
- **A national contest** will be held in each of the participating countries. In order to enter, candidates must register on the website and submit a signature cocktail recipe for consideration. If selected as one of the national finalists for their country, he/she will compete to represent his/her country at the International Final.



In order to participate at the National Final, the selected finalists in each participating country will be required to pass a test that will be sent to them by email prior to the National Final.

- **The International Final** will be held on 15 May 2019 in Jerez de la Frontera, Spain, where the winners of the different National Finals will concur.

2. – WHO IS ELIGIBLE TO PARTICIPATE?

2.1. IN THE MASTERCLASSES

The first stage of the Challenge invites professional bartenders from every participating country to attend a series of training sessions about González Byass Sherry Wines and their use in cocktails. Registration for these masterclasses is open to all professionals who request to attend. Applications are available by clicking on the tab for each country at www.tiopepe.es/tiopepechallenge.

More details are provided in paragraph 3.1 of this document.

2.2. IN THE COMPETITION

In order to participate in a **National Final**, candidates are required to be employed as professional bartenders, to have registered for the contest and submitted their cocktail recipe via our website between **9 November 2018 and 15 March 2019**.



Participation in the **International Final** requires candidates to have ordered at least two 6-bottle cases of González Byass products between the time of his/her registration for the Challenge and 30 April 2019. In addition, the signature cocktail entered in the Challenge must appear on the menu of his/her establishment.

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.

3.- CONTEST PROCEDURES

3.1. TRAINING

González Byass will organise a series of masterclasses in each of the participating countries as an opportunity for registered participants to learn more about Sherry Wines and how they are made and aged. There will also be practical sessions on subjects such as wine tasting, serving suggestions, using Sherry Wines in cocktail mixology and the *venencia* wine-pouring technique.

Complete details regarding dates and location of these masterclasses will be available on the Tío Pepe Challenge website. Those interested in taking part in the training sessions must request to do so by completing the form provided on our website, in the section devoted to each participating country's activities. All requests to attend will be forwarded to the distributors/importers in each country, who will then respond to interested professionals as to availability and other details about the masterclasses.



Registration in the masterclasses is not mandatory to enter the Tío Pepe Challenge. Any candidate can register on the contest website between **9 November 2018 and 15 March 2019** and submit his/her signature cocktail recipe. The Tío Pepe Challenge website will also contain links to specific information about Sherry Wines, including topics such as using Sherry Wines in cocktails, the *venencia* wine-pouring technique and many other interesting facts about the history and winemaking process at González Byass.

González Byass will not be responsible for covering participants' expenses for transportation, participation or any other costs related to the training sessions

3.2. REGISTRATION, EVALUATION AND SUBMISSION OF RECIPES

Registration and Evaluation

Registration to enter the Challenge will be done online, through a specific registration form which will be available on our website at www.tiopepe.es/tiopepechallenge from **9 November 2018 until 15 March 2019**.

First, each participant should complete the form with the required information, after which he/she will receive a user name and password to access his/her personal area.

Submission of cocktail recipes

Each candidate will find a form in his/her personal area for submitting his/her cocktail recipe, in accordance with the rules and regulations stipulated for the Challenge, along with a photograph of the cocktail.

The distributors/importers in each participating country will receive weekly reports of registered candidates and the cocktail recipe submitted for competition.

Requirements for Competing Cocktail Recipes

The cocktail recipes that registered contestants submit via the website must meet the following criteria:



- Use of at least 50 ml of González Byass Sherry Wines currently on the market
- Maximum 5 ingredients + decoration/garnish

3.3 – NATIONAL FINALS

Selection of National Finalists

An expert jury will select the best cocktails amongst all those submitted in each country and their creators will compete in person at that country's National Final. In some cases, the organisers reserve the right to hold qualifying rounds prior to the National Final. Contestants should consult their country's section of the website to verify the specific procedure applicable to them.

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

- Flavour
- Aroma
- Glass
- Decoration/garnish
- Description/discussion

Testing and evaluation prior to the National Final

Once the national finalists have been selected, the organisers will contact the bartenders via email and send them a link to an online test about Sherry Wines. Successful completion of the test is required in order to participate in the National Final.

The test, which will contain questions about Sherry Wines and the González Byass wineries, will be evaluated as part of the overall score awarded by the jury at the National Final. The test score will be weighted along with the other stages of the competition as later specified in this document.



In order to allow all finalists enough time to take the test, the jury must **announce the list of finalists** in each participating country **at least 10 days prior to the date of the National Final.**

Date and location of the National Finals:

The date and location established for each National Final will be published on our website www.tiopepe.es/tiopepechallenge. In addition, all finalists will be directly informed of these details by the organisers.

Before each National Final, the participants selected as finalists will receive a *venencia* in order to practise their wine-pouring skills using this technique. They will also have access to a tutorial video about *venencia* wine-pouring, available for viewing on the Tío Pepe Challenge website.

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

Rounds and scores

The National Final will be comprised of the following rounds:

- Test taken before participation in the National Final: 10% of the final score
- Blind tasting of 4 Sherry Wines: 15% of the final score
- *Venencia* wine-pouring technique: 15% of the final score
- Preparation of a signature cocktail with a González Byass Sherry Wine as an ingredient: 60% of the final score



Each contestant will be allowed a maximum of 5 minutes to prepare his/her signature cocktail which will be scored according to the following criteria:

- Flavour (20%)
- Aroma (15%)
- Presentation (15%)
- Glass (5%)
- Decoration (5%)

Each participant will be evaluated by the panel of judges and the finalist that obtains the highest overall score will represent his/her country at the International Final in Jerez de la Frontera, Spain.

3.4 – INTERNATIONAL FINAL

The winner of each National Final will gain access to the final round of competition that will be held in Jerez de la Frontera (Spain) on **15 May 2019**, as part of 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 15 May. Each national finalist, in representation of his/her country, will compete before a panel of experts who, with their scores, will decide which 4 contestants qualify to advance to the following round.

This first qualifying round will be comprised of:



- Blind tasting of 4 Sherry Wines (20% 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 (60% of the score)

Final Round:

The top 4 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 the contestant's signature cocktail with González Byass Sherry Wine (40% of the score)
- Preparation of a cocktail using ingredients from a Mystery Box (40% of the score)

After these last three parts of the competition, the finalist with the highest overall score will be proclaimed International Winner of the **6th Edition of the Tío Pepe Challenge**.

3.5.- RULES FOR PREPARING COCKTAILS AT THE COMPETITION VENUE

Rules for the preparation of signature cocktails

Each contestant will have 5 minutes to prepare and present 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*.



Rules for preparing cocktails from the Mystery Box:

Each semi-finalist will open his/her Mystery Box and will have 45 minutes to prepare a cocktail that meets the following criteria:

- The cocktail shall contain no more than 5 ingredients + decoration.
- Two of the cocktail's ingredients must come from the Mystery Box.
- 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.

3.6.- REQUIREMENTS FOR PARTICIPATING IN THE INTERNACIONAL FINAL

Those who qualify for the International Final may only participate if he/she has ordered at least **two 6-bottle cases of a Gonzalez Byass product currently sold on the market.**

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.

4. - 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, 13 May): Arrival and activities in Madrid.
- Day 2 (Tuesday, 14 May): Travel to Jerez and activities at González Byass.
- Day 3 (Wednesday, 15 May): Competition.
- Day 4 (Thursday, 16 May): Return trip home.

The finalist with the highest overall score at the International Final will receive a trophy in recognition of being the winner of the 6th Edition of the **Tío Pepe Challenge**.

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

5.- DATES AND DEADLINES

- **TRAINING SESSIONS:** During the months of **December, January, February and March**, a series of training sessions about Sherry Wines, their traditions and use in mixology will be organised in each of the participating countries. All details regarding these masterclasses will be made available on the web at www.tiopepe.es/tiopepechallenge



- **REGISTRATION AND SUBMISSION OF RECIPES:** All those professional bartenders interested in competing can register and submit their cocktail recipes from **9 November 2018 until 15 March 2019**.
- **NATIONAL FINALS:** National Final competitions will be held between **1st February and 30 April 2019**.
- **INTERNATIONAL FINAL:** The International Final will be held in Jerez de la Frontera (Spain) on **15 May 2019**.

NOTE: Each country has the liberty of organising both masterclasses and national finals before this official time frame.



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 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 programme of activities for those National Finalists attending the International Final which will be held in May 2019 in Jerez de la Frontera—SPAIN.



3. - JURY

The Sponsor will maintain 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). Refª 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 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 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).