

SOLERA STANDOUT 2022 RULES AND REGULATIONS.

NO PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS COMPETITION. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: To enter THE HOUSE OF LUSTAU SOLERA STANDOUT BARTENDING COMPETITION (the "Competition"), the entrant ("You" and "Your") must be a legal resident of the fifty United States or the District of Columbia and be 21 years of age or older on the date of entry. You must also be a professional bartender who works for a restaurant, bar, or other foodservice establishment. Entrants with a criminal record are subject to be deemed ineligible and their entry may be disqualified. THE HOUSE OF LUSTAU reserves the right to determine Your eligibility based on these criteria. Employees, officers, and directors of THE HOUSE OF LUSTAU, its subsidiaries, affiliates, advertising and promotion agencies, anyone involved in the production or administration of the Competition and any member of the immediate family or household of any such persons, are not eligible. The Competition is subject to all applicable laws and regulations. The Competition is void in jurisdictions outside of the fifty United States, the District of Columbia, and where prohibited or restricted. By participating, You fully and unconditionally agree to and accept these Official Rules and the decisions of THE HOUSE OF LUSTAU, which are final.

2. How to Enter: The possibility to register for the Competition begins at 12:00 am Eastern Standard Time on October 1st, 2022, and ends at 11:59 pm December 11th, 2022, Eastern Standard Time (the "Competition Period"). During the Competition Period, visit the Competition page at solerastandout.com (the "Competition Page"), follow the instructions, and complete all the information fields on the Competition Page (including your name, contact information, title and place of employment, and consent to these Official Rules), and submit the completed entry form and your cocktail ("Entry") inspiration including all measured ingredients, image, and video of recipe.

• Your Entry must be based on your own ideas, recipe, work, and experience. THE HOUSE OF LUSTAU reserves the right to verify all facts.

- Inability to validate the authenticity of the cocktail and food recipe and/or other information may result in disquali-fication.
- You may submit only one Entry during the Competition Period. Entries may not be acknowledged or returned.

• All entries must be received by the end of the Competition Period. Proof of transmission is not proof of receipt. THE HOUSE OF LUSTAU's computer is the official timekeeping device for the Competition.

• Entries must not contain viruses or anything else that is harmful to any computer. No responsibility is assumed for late or misdirected entries, or any failure or unavailability of hardware, software, electronic communications, or Internet uploading or other connection issues. THE HOUSE OF LUSTAU is not responsible for any changes that could affect your computer system or video equipment when submitting an entry.

3. Entry Content Guidelines: Your submission (including Cocktail and any other materials and information you submit) of the "Entry Materials" must comply with the following guidelines.

a. Each Recipe (cocktail and food) must have an original name and the ingredients in the recipe must be provided in exact standard U.S. measurements and scaled for a single serving. The recipes should include complete step-by-step preparation instructions and any other pertinent information. The recipes must be an originally created by You and cannot have previously won any sweepstake, Competition, or other promotion. Previously published recipes will be disqualified, unless the recipe presents considerable changes in its features that would make the judges consider the recipe eligible. Images must be originals of your recipes.

b. If the Recipe features or include any reference to any place of work or public place, including its image, name, logo, trademark, or any other proprietary classification, You represent and warrant that You have permission from the establishment for such use.

c. The Entry Materials must be created by You, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

d. Entries that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, not in keeping with THE HOUSE OF LUSTAU's image, or entries that otherwise contain inappropriate content or objectionable material as determined by THE HOUSE OF LUSTAU in its sole discretion, will be disqualified.

4. Usage Rights in Entries: Winning and non-winning recipes, selected by THE HOUSE OF LUSTAU, will be displayed on THE HOUSE OF LUSTAU's own channels and promotional communications. THE HOUSE OF LUSTAU and its designees shall have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all Entry Materials, alone or in combination with other materials, in all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without compensation to You or anyone else. Without limiting the foregoing, all entries may be posted on the web pages of THE HOUSE OF LUSTAU or any other brand's publication it decides.

THE HOUSE OF LUSTAU reserves the right to review any entry prior to publication, to remove any entry after publication, and to remove any incidental material that could be deemed infringing, as determined by THE HOUSE OF LUSTAU. No guarantee is made that entries will or will not be published or posted within a specified length of time between submission and publication.

THE HOUSE OF LUSTAU reserves the right, in its absolute discretion, to determine if any entry is appropriate for publication. All entries that are made available for viewing by the general public will be deemed published by You within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

Entry constitutes permission for THE HOUSE OF LUSTAU and its designees to use Your name, biographical information, moving or still image/likeness, and/or voice in any and all media, now or hereafter devised, worldwide, in perpetuity, for internal, advertising, Competition and other purposes without compensation, notification or permission, unless prohibited by law.

5. Contact: By entering the Competition, You agree that THE HOUSE OF LUSTAU and its parent, subsidiaries and affiliates may contact You by electronic mail for promotional and commercial purposes or partnering proposals.

6. Selection and Requirements of the Winner and Finalists: Four (4) THE HOUSE OF LUSTAU SOLERA STANDOUT BARTENDING COMPETITION finalists will be selected to receive a final prize trip to THE HOUSE OF LUSTAU in Spain, subject to limitations contained herein, will also be featured on the microsite solerastandout.com. The value of the prize is USD 4,000 and will include airfare and hotel for at least three (5) nights hotel double occupancy, meals, and transfers.

The Winner will also receive a GRAND PRIZE consisting of USD 1,250.00 cash.

Finalists will receive, once they are selected to compete in the final stage, a prize consisting of USD 400.00 cash each and a seat at the Certified Sherry Wine Specialist Online Course (CSWS Online) offered by THE HOUSE OF LUSTAU and THE WINE SCHOLAR GUILD for free.

The House of LUSTAU does not guarantee, warrant, or support related partner media's products, services, or operations.

Eligible entries must contain:

a. Cocktail recipes must include a minimum of 1 oz. of any of the following THE HOUSE of LUSTAU products: Lustau Sherry Wines, Lustau Vermut, Lustau Brandy de Jerez.

b. Total ingredients shall not exceed 6 oz. and a total of 5 ingredients including base ingredient, modifiers, drops, dashes, and rinses. (Garnish DOES NOT count as an ingredient). The cocktail should always adhere to this size requirement. c. All entries must not use ingredients containing tobacco, drugs or any sort of psychoactive.

d. The cocktail should be simple and not overelaborated or use impractical garnishing. However, bartenders are encouraged to use a variety of mixing techniques and ingredients and use practical garnishes.

e. All entry recipes must include a full list of ingredients and preparations/mixing instructions, as well as a High-Resolution image of the cocktail.

f. Only one entry will be accepted per participant. Duplicated or slightly modified recipes will count as one.

g. Cocktail should always adhere to preparation instructions, presentation and demonstrate clean, crisp workmanship.

h. All the mixing ingredients should be available and accessible for judges' inspection, if so requested.

Finalists will be announced not later than January 15th and will be contacted by one THE HOUSE OF LUSTAU team member.

Winner will need to sign and return a declaration of eligibility and liability/publicity release within five (5) days of notification. Winner will be responsible for any and all federal, state, and local taxes, and other costs, associated with the receipt and use of the prize, and before being named a winner will have to supply a valid social security number for tax reporting purposes. Winner should consult with an accountant, as the tax liability may be substantial. General Conditions: In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, THE HOUSE OF LUSTAU may, in its sole discretion, suspend, modify, and/or cancel the Competition. THE HOUSE OF LUSTAU reserves the right in its sole discretion to disqualify any person it finds to have tampered with the entry process or to have acted in violation of these Official Rules or in a disruptive manner. THE HOUSE OF LUSTAU's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event that a Recipe submission Your sole remedy shall be another Recipes entry into the Competition. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be enforced.

Winner will also need to provide copies of a valid driver's license or state issued identification card. An alternate potential Winner will be selected if the first potential Winner fails to complete and return the declaration/release, with the required copies of his/her driver's license or state issued identification card, within the specified time.

THE HOUSE OF LUSTAU reserves the right to review any entry, to disqualify any participant who does not meet the eligibility requirements and to re-award the prize to an eligible participant. Odds of winning depend on the total number of eligible entries.

7. Judging Criteria:

Semifinals Stage: Judging Criteria

Entries will be reviewed by our panel of judges. The panel will consist of the current Lustau Ambassador Team. It is their job to tally and test every aspect of the cocktail and select the best 16 cocktails.

Entries will be shared with the judging panel randomly and under a codification to guarantee independence and transparency during the selection. 3 world class cocktail experts will confirm and approve the final 16 selected entries.

Lustau Brand Ambassadors will review the cocktails based on the following aspects:

Name of the cocktail: 5 points Appearance / Presentation (based on the photography shared by the participant): 10 points Concept behind the cocktail (Creativity): 15 points Proposed recipe: 20 points TOTAL: 50 points

Once selected these 16 cocktails will be replicated by Lustau Brand Ambassadors and reviewed based on the following aspects:

Appearance: 10 points Flavor and aroma: 25 points Balance of flavors, aroma, and texture: 25 points TOTAL: 50 points

The top 4 entries will be selected to participate and compete during the final stage, where entry will be unveiled and invited to compete against to each other to be eventually named winner of the competition and Solera Master Bartender.

Finals Stage: Judging Criteria: Finalist cocktails will be replicated by participant and be judged by the same 3 world class cocktail experts that originally approved the semifinalist entries. These 3 judges will taste and judge the cocktails but also test the participants in other challenges.

- First Section: Judges will taste and review each participant's signature cocktail based on the following aspects:

Presentation: 5 points Appearance: 10 points Flavor and aroma: 15 points Balance of flavors, aroma, and texture: 20 points TOTAL: 50 points

- Second Section: Judges will ask every bartender, at the same time, to craft a brand-new cocktail based on classics with only 10 given ingredients. Participants will only have 15 minutes to craft it and have them ready to taste. This part will be reviewed based on the following aspects:

Presentation and performance (Cleanliness): 10 points Creativity and Originality: 10 points Usage of given ingredients: 20 points Appearance: 25 points Balance of flavors, aroma, and texture: 35 points TOTAL: 100 points

a. Judges:

- Judges will have a minimum of 7 years of experience in the hospitality industry.

- Critiques and scores will be secret, and judges will not share information with Participants.

- Tally sheets will be signed off by each judge.

- Lustau will tabulate and verify scoring.

- Scores will be kept confidential until the Winner announcement is made, the judges will manage this information with discretion and confidentiality.

- Lustau will provide full information to judges for them to be aware of the pairings and cocktails assigned to them. Lustau will provide:

> o Score sheets o Participant's information will remain secret until the Final Stage.

8. Prize: One (1) THE HOUSE OF LUSTAU SOLERA STAND-OUT Winner will be awarded the final prize trip to THE HOUSE OF LUSTAU in Spain, subject to limitations contained herein. The value of the prize is \$4,000 USD and will include airfare and hotel for at least three (5) nights hotel double occupancy, meals, and transfers. The Winner will also receive a GRAND PRIZE consisting of \$1,250.00 cash.

Finalists will receive, once they are selected to compete in the final stage, a prize consisting of USD 400.00 cash each and a seat at the Certified Sherry Wine Specialist Online Course (CSWS Online) offered by THE HOUSE OF LUSTAU and THE WINE SCHOLAR GUILD for free.

9. Winner Liability for Taxes: Winner and Finalists will be responsible for any and all federal, state, and local taxes, and other costs, associated with the receipt and use of the prize. Upon notification the Winner and Finalists shall supply a valid social security number for tax reporting purposes. If for any reason, Winner failed to provide the information within 72 hours, the prize would be allocated to another potential Winner. Winner should consult an accountant, as the tax liability may be substantial.

General Conditions: In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, THE HOUSE OF LUSTAU may, in its sole discretion, suspend, modify, and/or cancel the Competition. THE HOUSE OF LUSTAU reserves the right in its sole discretion to disqualify any person it finds to have tampered with the entry process or to have acted in violation of these Official Rules or in a disruptive manner. THE HOUSE OF LUSTAU's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event that an Entry submission is missing or disappears, Your sole remedy shall be another Entry into the Competition. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be enforced.

10. Sponsor and Others Released from All Liability: Except if prohibited by law, by participating, You agree to release, discharge, and hold harmless THE HOUSE OF LUSTAU, the parent, subsidiaries and affiliates of THE HOUSE OF LUSTAU, any advertising or promotion company involved in the Competition, and each of their respective directors, officers, employees, managers, members, and agents, from and against any claim or cause of action arising out of participation in the Competition or the receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Competition; (b) late, lost, misdirected, delayed, inaccurate, illegible, garbled, stolen or incomplete entries, or entries not received for any reason, or 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; (c) technical, network, telephonic, electronic, hardware, or software errors or malfunctions of any kind; (d) inaccurate transmissions of or failure to receive entry information by THE HOUSE OF LUSTAU on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (e) any other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Competition; or (f) any loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Competition or the receipt or use of the prize. You waive the right to claim any damages whatsoever, including but not limited to punitive, consequential, direct, or indirect damages.

11. Disputes: You agree that any dispute arising out of the Competition shall be resolved in the state or federal courts of California. The laws of the State of California, without regard to any conflict of law rules, shall apply. EXCEPT WHERE PROHIBITED, BY PARTICIPATING, YOU FURTHER AGREE THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNEC-TION WITH THE COMPETITION, OR ANY PRIZES AWARD-ED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO AC-TUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE COMPETI-TION, BUT IN NO EVENT ATTORNEY'S FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY PUNITIVE, INCIDENTAL OR CONSE-QUENTIAL DAMAGES.

12. Privacy: Any information You submit to the Competition Page is subject to THE HOUSE OF LUSTAU's privacy policy.

13. 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.

14. Identification of Competition Winners: The name of the Winner and Finalists will be posted on the Competition Page. If You would like to receive a list of these individuals by postage mail, send a self-addressed, stamped envelope

to Emilio Lustau S.A. Calle Arcos, 53. Jerez de la Frontera. 11402. Cádiz. España.

15. Promotion void where and to the extent prohibited by law.

16. Sponsor:

THE HOUSE OF LUSTAU Emilio Lustau S.A. Calle Arcos 53 11402 Jerez de la Frontera Spain

Questions: If You have any questions, please contact House of LUSTAU using the contact information: Mario Muñoz at email: mario.munoz@lustau.es