

**Bar Convent Brooklyn Cocktail Madness Social Media Competition**  
**(the “Contest”)**  
**Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

This Contest is being held in connection with Bar Convent Brooklyn 2020 scheduled to take place at the Brooklyn Expo Center from August 11 through August 12, 2020 (the “Event”).

**1. CONTEST PERIOD:** The Contest begins at 10:00 AM (ET) on May 1, 2020 and ends at 9:00 AM (ET) on May 26, 2020 (the “Contest Period”).

**2. HOW TO ENTER:** All individuals who meet the eligibility requirements (as described in Section 6 herein) and are interested in participating in the Contest must apply at: <https://www.barconventbrooklyn.com/en-us/cocktail-madness-contest.html>. A panel of expert judges designated by Sponsor shall select sixteen (16) participants based on their application forms. The Contest shall be strictly limited to sixteen (16) total Participants.

Each person who (i) enters the Contest; (ii) meets the eligibility requirements as described in Section 6 herein; and (iii) are notified by Sponsor as having been accepted to participate in the Contest shall be referred to as a “Participant”. During the Contest Period, eligible Participants may participate in the Contest by creating original videos (each not to exceed thirty second (:30) in length) of Participant creating a cocktail to be determined by Sponsor for each round of the Contest (each such video, an “Entry”).

Additionally, all Entries (and any related elements and materials thereto) must meet the following criteria (collectively, the “Criteria”):

- must be Participant’s original work and must not contain any third-party content or other materials (such as text, graphics, artwork or logos) which Participant does not have the right or license to use;
- shall not include any copyrighted content in Participant’s Entries, and any related elements and materials, unless (i) Participant owns the copyright, (ii) Participant has permission from the rightful owner of the material or (iii) Participant is otherwise legally entitled to use the material and to grant Sponsor a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and display the material in connection with the Contest. For the sake of clarity, modifying, enhancing, or altering a third-party’s pre-existing intellectual property does not constitute an original work.;
- do not contain material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, each as determined by Sponsor in its sole discretion;
- must comply with all laws including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy; and
- Must comply with the “Terms of Submission” in Section 7 below.

Any Entries (or any related elements or materials thereto) which do not meet the Criteria shall be rejected from the Contest as ineligible and such Participant shall be disqualified. Limit one Entry per Participant per each round of the Contest. Multiple Entries from the same Participant in a given round shall not be permitted. Entries by the same Participant in excess of the limits stated herein will be disqualified. Entering or attempting to enter the Contest multiple times for a single individual is prohibited and such Entries will be deemed void and disqualified.

All Entries must be received during the Contest Period. Eastern Time shall control for all purposes of this Contest. Sponsor’s clock shall be the official timekeeper for the Contest. All Entries become the property of Sponsor and will not be acknowledged or returned. Incomplete Entries will be considered invalid and ineligible to win. Sponsor is not responsible for lost, misdirected, illegible, mistranscribed or late Entries. Proof of sending or mailing of mail-in Entries will not be deemed to be proof of receipt by Sponsor. Any Entry containing material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, as determined by Sponsor in its sole discretion, will be rejected as ineligible. No Entry should violate the community guidelines or standards of Instagram.

In the event of a dispute over the identity of a Participant, an Entry will be deemed submitted by the authorized account holder of the email address associated with the email account and/or Instagram account from which the Entry was submitted at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to the account by the applicable online service provider or organization.

**3. PRIZES:** Sixteen (16) winners will each be awarded the following prizes (each, a "Prize" and, collectively, the "Prizes"): (i) the first place winner will be awarded an American Express® gift card valued at Seven Hundred Fifty US Dollars (\$750.00); (ii) the second place winner will be awarded an American Express® gift card valued at Five Hundred US Dollars (\$500.00); (iii) the third place winner will be awarded an American Express® gift card valued at Two Hundred Fifty US Dollars (\$250.00); and (iv) the remaining Participants will each be awarded an American Express® gift card valued at Fifty US Dollars (\$50.00). Limit one Prize per Participant/household.

If a potential winner is participating in the Contest as a company representative, such winner's acceptance of the Prizes is subject to such company's policies. Prizes do not include any travel expenses, personal expenses, or any other costs not specifically described in these Official Rules as included in the Prize and will be the responsibility of the winner. All expenses on receipt and use of Prizes and any applicable taxes on the Prizes are the sole responsibility of the winner. By participating in the Contest, each Participant acknowledges that Sponsor has not and will not obtain or provide insurance of any kind relating to the Prizes.

Prizes are nontransferable or assignable until a winner has complied with all of their obligations under these Official Rules. No substitutions may be made for any Prize (or portion of a Prize), except that, in the event that any Prize (or portion of a Prize) becomes unavailable for any reason whatsoever or becomes unreasonably difficult to fulfill, Sponsor reserves the right to substitute such Prize (or portion of a Prize) for one of equal or greater value. If any winner is unable or unwilling to accept or participate in any part of a Prize, that portion of the Prize will be deemed as forfeited by such winner and no substitution will be made except at Sponsor's sole discretion. Failure to take delivery of any Prize may result in forfeiture, and such Prize being awarded to an alternate winner. Any portion of a Prize unclaimed or unused by a winner will be forfeited and will not be substituted. Cash redemptions for Prizes shall not be allowed, except at Sponsor's sole discretion.

**4. WINNER SELECTION:** During the Contest Period, Sponsor shall run Participant's Entries on the official Event Instagram page in four (4) total rounds of one-on-one competitions between two Participants' Entries. Visitors to the Event Instagram page will be permitted to vote for an Entry through Instagram (each, a "Vote") with each individual being permitted to vote one time. In order to advance to the next round of one-on-one competition, the Participant must collect the most Votes; failure to collect the most Votes results in such Participant's elimination. Soliciting Votes or the entry (and/or attempted entry) of Votes by a Participant through the use of any robotic or automated devices or other system (mechanical or otherwise) which improperly submits Votes in the Contest is strictly prohibited and will result in all such Votes being deemed void and any such Participant disqualified. All Votes become the property of Sponsor and will not be acknowledged or returned. Incomplete Votes will be considered invalid.

For each round, Sponsor shall review the total eligible Votes received and determine which Entry received the most Votes in that round. A total of one (1) winner will be selected by Sponsor in each round and shall be determined by assessing which Participant submitted the Entry which received the most votes from the voting public. The Contest shall continue until four (4) Participants remain. The two (2) winners of the semi-final round shall compete in a final round to determine the first place winner and the second place winner of the Contest; the two (2) losers of the semi-final round shall compete in a final round to determine the third place winner of the Contest. Sponsor's decisions are final and binding on all matters relating to this Contest. Winners need not be present to win. Odds of winning are dependent upon the total number of eligible Participants in the Contest. Sponsor will attempt to notify the potential winners by email by May 27, 2020. The potential winners will have forty-eight (48) hours from receipt of such notification to claim their Prize as noted by Sponsor in the Prize notification. After claiming the Prize, each potential winner will receive instructions on redeeming their Prize. Sponsor reserves the right, in its sole discretion, to not select a winner(s) if an insufficient number of eligible, complete, appropriate or generally qualified Entries are received.

Each potential winner may be required, in Sponsor's discretion, to execute and return an Affidavit of Eligibility, a Release of Liability, a Publicity Release, required payment information or tax forms, and/or proof of identification and eligibility (collectively, the "Winner Forms"), each as requested by Sponsor. If a Participant fails or refuses to sign and return all of the Winner Forms provided by Sponsor within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Participant may be disqualified resulting in forfeiture of the Prize, and Sponsor reserves the right, but not the obligation, to select an alternate winner.

In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the Winner Forms are returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the time periods stated herein, (d) a potential winner is found to be ineligible to enter the Contest or receive the Prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to claim the Prize or fulfill the Winner Forms obligations within the time period designated by Sponsor, then such potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible Participants. and Sponsor shall have no further liability or responsibility to such potential winner in connection with the Prizes.

**5. GENERAL RULES:** The Contest is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. The Contest is void where prohibited. By entering the Contest, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules, all of the representations, warranties and agreements contained herein, and all of the decisions that Sponsor makes in connection with the Contest, including, without limitation, all decisions regarding the interpretation and implementation of these Official Rules and the administration of the Contest. All such decisions made by Sponsor shall be final and binding in all respects and not subject to challenge or appeal. Sponsor reserves the exclusive right to address and resolve any aspects of the Contest or incidents that affect the Contest that may not be expressly outlined in these Official Rules, and any such decisions shall be final and binding and not subject to challenge or appeal. Except as otherwise expressly set forth herein, all of Sponsor's rights pursuant to these Official Rules relate to and are exercisable against all Participants as a whole and against each individual Participant.

If there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules will prevail, govern and control. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance.

The invalidity or unenforceability of any provision in these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for convenience and ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

**6. ELIGIBILITY:** This Contest is open only to Participants who, at the time of entry, are (i) legal residents of the 50 United States or the District of Columbia; and (ii) at least twenty-one (21). All Participants must be able to provide proof of identification and eligibility if requested by Sponsor.

Employees of RELX Inc. and each of its parents, subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of all such individuals, are not eligible to enter or win. In addition, employees of Instagram and their immediate family and household members are not eligible to enter or win.

In the event that any Participant or any Entry by a Participant is determined to be ineligible at any time and for any reason, including but not limited to failing to meet the Criteria, Sponsor reserves the right to disqualify such Participant from the Contest immediately and any such ineligible Participant acknowledges that they forfeit any Prizes or rights to same.

**7. TERMS OF SUBMISSION:** By entering this Contest, Participant represents and warrants that:

- (i) Participant is authorized to enter into this Contest and make the representations stated herein;
- (ii) Participant created the Entries submitted as well as any elements or materials used in connection with the Entries; provided that to the extent Participant did not create certain elements or materials, Participant has the written permission of the creator of such elements or materials to enter such elements or materials in the Contest and to grant the rights Participant grants to Sponsor herein;
- (iii) Participant's Entries, and any related elements and materials, meet the Criteria and do not: (a) violate the intellectual property rights (copyright, patent, trademark, etc.) of any third party; (b) defame or invade the publicity or privacy rights of any person, living or deceased; or (c) otherwise infringe upon any person's or entity's personal or proprietary rights;
- (iv) No other party is entitled to claim royalties of any kind from the use of Participant's Entries (or any related elements or materials thereto) by Participant or by Sponsor as set forth in these Official Rules; and
- (v) Participant has read, understands, and agrees to be bound by these Official Rules and by the decisions of Sponsor, which shall be binding and final on all matters relating to this Contest.
- (vi) Sponsor may, in its sole discretion, post material about Participant and Participant's Entries on any platform and through any medium that Sponsor chooses, in Sponsor's sole discretion, including but not limited to any website or social media platform for as long as Sponsor wishes; and
- (vii) Participant's submission of an Entry and any related elements and materials will not be received or held "in confidence" or as confidential and Participant's submission of an Entry or and any related elements and materials does not create a confidential relationship or obligation of secrecy between Participant and Sponsor or any of its affiliates or any of its licensees, successors or assigns.

**8. USE OF DATA:** Each Participant's information will be collected and used by Sponsor in accordance with the Privacy Policy (the "Privacy Policy") posted on <https://privacy.reedexpo.com/en-us.html>, which is incorporated herein by this reference. By entering the Contest, each Participant agrees and acknowledges that he or she has read, understood and agrees to be bound by (i) these Official Rules; and (ii) the Privacy Policy, each as may be amended by Sponsor. All Participants are expected to review the Privacy Policy carefully before participating in the Contest and each Participant acknowledges that, in the event of a conflict or inconsistency between the terms of these Official Rules and the terms of the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control. In addition, Sponsor may engage third party entities to administer certain aspects of the Contest, including without limitation, the collection of Participant information. Notwithstanding anything to the contrary in the Privacy Policy, Sponsor may share Participant's information with third party entities to the extent needed to perform their duties and functions in connection with the Contest or otherwise in accordance with their own independent privacy practices.

**9. PUBLICITY:** Except where legally prohibited, by entering this Contest, Participant grants Sponsor and the Released Parties a royalty-free and non-exclusive perpetual right to use (1) Participant's Entries and any related elements and materials and (2) Participant's name, voice, likeness, photograph, video, testimonials, biographical information, and/or statements made by Participant for future advertising, promotion and publicity in all media now known or hereafter discovered, worldwide without additional notice, approval, or compensation and in perpetuity. Participant agrees to waive all claims to and shall receive no royalties of any kind now or in the future from the Released Parties for use of any photos or videos related to Participant's Entries (and any related elements and materials) which are used in promotion of the Event through any distribution channels, including, without limitation, on websites owned by Sponsor, the Event social media channel(s), or other websites or social media. Each winner's name may be included in a publicly available winners list.

**10. LIMITATION ON LIABILITY; FORCE MAJEURE:** Each Participant agrees that Sponsor shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following: (a) incomplete, inaccurate, lost, late, misdirected or illegible Entries, winner notifications, Prize claims, or Winner Forms or the failure to receive same due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Participant, Sponsor, or otherwise, that may prevent or limit any Participant's ability to participate in the Contest or send or receive messages requiring action or response by

such Participant; (b) any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections in connection with the Contest; (c) any problems or technical malfunction of any network or lines, servers or providers, equipment or software, including any injury or damage to Participant or Participant's property resulting from participation in the Contest; (d) the awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or participation in any Prize related activities or any inability of any winner to accept a Prize for any reason; (e) any Participants who do not comply with or who violate the Official Rules or who have committed fraud or deception in participating in the Contest or in claiming a Prize; or (f) any delays or disruptions as a result of a Force Majeure (as defined herein).

Sponsor reserves the right to modify, suspend, extend or terminate the Contest or any part thereof if Sponsor determines, in its sole discretion, that the Contest is technically impaired or corrupted or that infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes have destroyed, corrupted or undermined the administration, security, fairness, integrity or feasibility of the Contest or any portion thereof as contemplated herein. In the event Sponsor is prevented from continuing with the Contest or awarding any Prizes by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, extend or terminate the Contest at its sole discretion or to select a winner from Entries received prior to such Force Majeure or as otherwise deemed fair and appropriate by Sponsor.

Although Sponsor shall attempt to ensure the integrity of the Contest, Sponsor is not responsible for the actions of Participants in connection with the Contest, including any Participant's attempt to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor reserves the right, in its sole discretion, to disqualify any Participant and/or revoke any Prize award to any Participant Sponsor finds to be (a) tampering with the Entry process or the operation of the Contest, or with any website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest through fraudulent methods.

**11. LIST OF WINNERS:** To obtain a copy of any legally-required list of winners, please send a properly stamped, self-addressed envelope to: Bar Convent Brooklyn Cocktail Madness Social Media Competition, 201 Merritt 7, Norwalk, CT 06851, Attn: Cristian Robalino. All such requests must be received within ninety (90) days after the end of the Contest.

**12. RELEASE OF LIABILITY; GOVERNING LAW; DISPUTES:** Each Participant knowingly consents to participate in the Contest under their own free will and without duress or undue influence of any third party. By entering and/or otherwise participating in the Contest, each Participant, on behalf of themselves and their heirs, assumes all risk incidental to participation in the Contest and hereby waives, releases, discharges, and agrees to hold harmless Sponsor and its parents, subsidiaries, affiliates, divisions and partners, and each of their respective representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from and against any and all actual or potential, known or unknown, claims, demands, causes of action, costs, losses, injuries, expenses, liabilities or damages of any kind or nature whatsoever, including without limitation mental and/or physical injuries or death and/or damages to or loss of personal property, which may occur in whole or in part, directly or indirectly, in connection with preparation for, or participation in, the Contest; or possession, acceptance and/or use or misuse of the Prize; or participation in any Contest-related or Prize-related activity; or for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility or liability for any damages, losses, or injury to any Participant or to any Participant's property, regardless of how caused, relating to or resulting from the Contest and/or the acceptance or use of any Prize.

ALL PARTICIPANTS ACKNOWLEDGE THAT SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THE CONTEST. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE PRIVACY POLICY, SPONSOR HEREBY DISCLAIMS ALL WARRANTIES AND

CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE OPERATION OF THE CONTEST, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION RELATIVE TO THE CONTEST AND/OR TO THE PRIZE(S). ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

Except where prohibited, by participating in this Contest each Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York and hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non convenient or lack of personal jurisdiction that they may have; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no indirect, punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

**13. TAXES:** All applicable federal, state, provincial, territorial, and local taxes of all applicable jurisdictions, as well as any transaction fees or other expenses not specified herein, are winner's sole responsibility. An IRS 1099-MISC may be issued to each winner reflecting the actual value of any Prizes received. PLEASE NOTE, THE WINNER MAY INCUR A TAX LIABILITY. Participants should consult a tax professional to determine their tax liability; Sponsor is not able allowed to give tax advice.

**14. SPONSOR:** The "Sponsor" of this promotion is Reed Exhibitions, a division of RELX Inc. (201 Merritt 7 Corporate Park, Norwalk, CT 06851). Instagram is not a sponsor, endorser, or administrator of this Contest, and Instagram is not affiliated with this Contest in any way. By participating in this Contest, Participant hereby releases and holds harmless Instagram from any and all liability associated with this Contest. Any and all questions, comments or complaints regarding the Contest must be directed to Sponsor, not to Instagram. Any third-party trademarks mentioned herein are the property of their respective trademark owners.