

OFFICIAL RULES

Overview

"A Bend & Steal Master Crafted Cocktail Competition"

Bend & Steal Master Crafted American Whiskey is our tribute to the art of distilling, aging, and perfecting whiskey. We've blended and bended drams of America's best whiskeys with our own barrels for the past decade, mastering our craft on our quest to produce the perfect blended whiskey.

Now we want to honor your craft. We are holding "A Bend & Steal Master Crafted Cocktail Competition" where bartenders statewide can share the art of a master crafted cocktail using our Bend & Steal American Whiskey.

The search begins with online submissions on **January 12, 2024**. Bartenders must submit the name of their bar or restaurant, the featured cocktail using Bend & Steal American Whiskey, cocktail name, ingredients, and horizontal and vertical images of the cocktail.

The cocktail must be featured on your bar menu from **February 6 - February 20, 2024**. Customers will be encouraged to visit participating bars and restaurants to try their cocktail creation for the Bend & Steal Master Crafted Cocktail Competition to discover South Carolina's most innovative and creative bars and restaurants and vote online for the best Bend & Steal cocktail creation.


The top four bartender finalists will be invited to our second annual "Share Your Craft: A Bend & Steal Master Crafted Event" at Firefly Distillery on **Saturday, March 2 from 1-3pm**. This event also features local craftsmen and women, is open to the public, and will feature batched cocktails prepared by each bartender for consumers to try and vote on.

We will share content and feature various bartenders on our social channels leading up to the event.

The first-place winner will receive \$500 cash prize, two LIVE at Firefly concert VIP experience tickets, a champion Bend & Steal premium gift set, and credited Bend & Steal recipe card featuring your name and establishment with winning cocktail recipe.

Event Overview

 **Date:** March 2, 2024

 **Cocktail Competition:** 1:00 PM - 4:00 PM, **Event Time:** 12:00 PM - 4:00PM

 **Location:** Firefly Distillery, 4201 Spruill Ave, North Charleston, SC 29405

Crafted Cocktail Competition

Eligibility

1. Contestants must be at least twenty-one (21) years of age or older at the time of entry.
2. Contestants must be affiliated with a bar or restaurant in the state of South Carolina, and a lawful, permanent resident or citizen of the United States.
3. Cocktail must be featured on bar or restaurant's cocktail menu from February 1 - February 20, 2024.
4. Eligibility is conditioned on the acceptance of all rules and policies at the time of submission.

Cocktail Criteria

1. Showcase a unique spin on a crafted American Whiskey cocktail
2. Contain no more than 2.5 oz total combined alcoholic ingredients
3. Not exceed 6 oz in total volume of ingredients
4. Contain at least 1 oz Bend & Steal American Whiskey

Judging

All judging and winner determination will be selected by the public through online voting. Firefly Distillery reserves the right to ensure all contest and voting entries are qualified and in the spirit of competition.

How to Enter

Complete this submission form which requires Contestants to:

1. Complete the online registration page.
2. Submit an original recipe for a whiskey cocktail using Bend & Steal American Whiskey.
3. Submit a color image of the contestant's cocktail created from the foregoing recipe in both horizontal and vertical format.
4. Submit an explanation of the inspiration or thought process behind the cocktail.
5. Follow Bend & Steal on Instagram (@bendandsteal) and Facebook (Bend & Steal Whiskey)

Social Media Overview

Firefly will feature various contest content on our social channels leading up to the event. Please make sure to share your social handles, so your craft can be celebrated! For your posts, please tag and follow @bendandsteal and @fireflydistillery on Instagram posts and use the hashtags #sharemycraft #bendandsteal #mastercraftedcocktail.

*****All events will remain as scheduled in rain or shine. For any additional questions or concerns, please email events@fireflydistillery.com**

By registering for or entering the Contest, you acknowledge and agree that Firefly Distillery, Bend & Steal, Tom & Huck Distillers, and their affiliates, agents and assignees have full permission and authority to use, publish and display perpetually and throughout the world: your name, voice, photograph or other likeness, and biographic information, as well as your cocktail name, cocktail recipe, and/or photographs or other imagery or depiction of your cocktail for advertising, marketing, publicity, or any other commercial or noncommercial purpose(s) whatsoever, including but not limited to press, social media, digital media and/or activation, and any other promotional activation for Firefly Distillery, Bend & Steal products, or Tom & Huck Distillers without any obligation of payment to you.

Submission Requirements

Each submission must align with these official rules and follow the Submission Requirements (“Submission Requirements”) below to be considered.

1. All personal information as requested on the online submission form
2. The submission must not have been previously submitted in any other contest or published in any medium.
3. The submission must include an original, new cocktail recipe that uses at least 1 oz total of Bend & Steal American Whiskey.
4. The submission shall include a list of ingredients, preparation notes including recommended glassware, garnish, ice (if applicable), detailed sub-recipes (if applicable), and presentation.
5. Recipes must be submitted in ounces, milliliters, drops and/or dashes (with dashes and drops being the smallest quantities) and contain no more than 2.5 oz total combined alcoholic ingredients, and the total volume of the ingredients shall not exceed six ounces.
6. Recipes must not exceed five ingredients, including drops and dashes. (This does not include garnishes or homemade ingredients.)
7. Name for the original cocktail.
8. Images of the prepared cocktail in horizontal and vertical formats. Bartender photographs are also encouraged.
9. An explanation of the inspiration or thought process behind the cocktail.
10. Cocktail recipe must be an original and include detailed instructions for build, preparation, and mixing. Please specify brand(s) for any ingredients.
11. Any house-made ingredients must include details on how to make said ingredient.
12. Submissions must not allude to the overconsumption or irresponsible consumption of beverage alcohol.
13. Submissions may not contain any ingredients which are dangerous, volatile, poisonous, or otherwise unsafe for human consumption.
14. Submissions may be shaken, stirred, built, or the like but must be produced in a manner that is consistent with being self-produced.
15. The submission must be your own original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity or other personal or proprietary rights of any person or entity.

16. Submissions that are lewd, obscene, explicit, pornographic, disparaging, defamatory, libelous, obscene, and/or submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be disqualified at any time in Event Organizer's sole and absolute discretion.

17. Submissions must not contain any images or personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your submission, you acknowledge and agree that such information will be disclosed publicly, and you are solely responsible for any consequences thereof.

18. You may not be, nor may you work with parties in conjunction with your submission who are: (1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Event Organizer's ability to display your submission in any media form; (2) under twenty-one (21) years of age; or (3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Event Organizer from being able to use the submission worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

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

LIMIT OF ONE SUBMISSION PER PERSON, REGARDLESS OF METHOD OF SUBMISSION DURING THE CONTEST PERIOD. DUPLICATE SUBMISSIONS FOR A SINGLE INDIVIDUAL WILL BE DISQUALIFIED.

Judging

1. All entered cocktails, bartenders, and establishments will be featured on the www.fireflydistillery.com website.

2. From February 6, 2024 - February 20, 2024, guests of participating establishments and the public will vote through an online submission form. Voters will also be required to follow Bend & Steal Instagram and Facebook accounts to submit a vote.

3. Voters will be asked to vote for the best cocktail based on

- Balance, flavor, aroma, and character
- Innovation and creativity of recipe
- Story or inspiration behind the recipe
- Cocktail name
- Appearance and presentation

4. Bartenders of the top four selected cocktails will be invited to the "Bend & Steal Master Crafted Cocktail Competition" at the second annual Share Your Craft: A Bend & Steal Master Crafted Event, held at Firefly Distillery on March 2, 2024. The event is open to the public from 12:00 PM to 4:00 PM and also features local craftsmen and women sharing and selling their wares.

5. Each finalist must be able to attend the Bend & Steal Master Crafted Cocktail Competition on Saturday, March 2, 2024, from 1:00 PM to 3:00 PM to be eligible for Contest. If a finalist is unable to attend the event, the next highest scoring contestant will be awarded an invitation to compete at the Event.
6. Each bartender will be given a bar station to feature batched cocktails for consumers over Age 21+ to taste and vote on. Bartenders may also display any tasteful signage featuring bartender biography and affiliated establishment. Event Organizer reserves the right to remove any signage that is explicit or does not representant good taste or brand values.
7. Each bartender will be provided with Bend & Steal product, ice, and required basic mixers.
8. Each bartender may use additional products and ingredients, subject to approval, but will not be provided for by Event Organizer.
9. Bartenders are responsible for bringing their own cocktail equipment, supplies, additional ingredients, displays, and any additional setup needs required.
10. Event Organizer will provide 9 oz size cups.
11. Consumers at the event will be asked to vote for the best cocktail based on same criteria as above and follow the Bend & Steal Instagram and Facebook social accounts.
12. Voting will close on Saturday, March 2, 2024, at close of Firefly Distillery business hours at 6:00 PM EST.
13. Event organizer reserves the right to ensure all contest and voting entries are qualified and in the spirit of competition.
14. Each bartender finalist will receive notification of winner during the week of Monday, March 4, 2024.

Terms & Conditions

The odds of winning will depend on the quality and number of submissions submitted. This is a contest, not a game of chance.

By entering the Contest and submitting a submission, contestants agree and consent to be bound by these Official Rules and the decisions of the Event Organizer which shall be final, and to waive any right to claim ambiguity in the Contest or these Official Rules. Event Organizer reserves the right to modify, amend, or otherwise change these Official Rules in its sole and absolute discretion without further obligation or advance notice to the contestants.

Any voting submissions attempted using agencies, or robotic, repetitive, automatic, programmed or similar methods will be void. Any attempt by a person to use multiple email accounts or identities to gain more submissions than permitted by these Official Rules shall result in disqualification at the sole

discretion of the Event Organizer. In the event of a dispute regarding the identity of the person submitting a submission, the submission will be deemed to be submitted by the "authorized account holder" associated with the email address at the time of submission, which must comply with these Official Rules.

Intellectual Property

As a condition of submission, entrant agrees that Event Organizer shall have the right to use, copy, modify and make available the submission in connection with the operation, conduct, administration, and advertising and promotion of the Contest via communication to the public, including, but not limited to the right to make copies, screenshots, derivative works, animations, photographs, drawings or other depictions, and/or video clips publicly available for promotional and publicity purposes.

Furthermore, by participating in the Contest and/or accepting the Prize each entrant grants (and agrees to confirm that grant in writing) to Event Organizer and/or Event Organizer's designees the perpetual, worldwide, irrevocable, royalty-free right to use his/her name, biographical information, photos and/or likeness, and statements, as well as the cocktail name, cocktail recipe, and/or a photograph or other image or depiction of the cocktail, for any and all promotion, trade, marketing, commercial, non-commercial, advertising, and/or publicity purposes, at any time or times, in all media now known or hereafter discovered without notice, review or approval and without compensation or any kind to entrant, except where otherwise prohibited by law.

Any trademarks, service marks or copyrights, as applicable, of each of Firefly Distillery, Bend & Steal, and Tom & Huck Distillers, as applicable, are proprietary to Firefly Distillery, Bend & Steal, and Tom & Huck Distillers, respectively. All rights reserved.

Winner Selection & Conditions of Participation

The contest winner will be determined by online voting submission at day of event with the cocktail receiving the most votes named the winner.

Prizes are not transferable. Taxes on a Prize are the sole responsibility of the Winner. No Prize substitutions or cash redemptions allowed, except by Event Organizer, who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable or otherwise in its sole discretion. Submission into this Contest constitutes entrant's agreement to be bound by the terms of these Official Rules and by the decisions of the Event Organizer, which are final and binding on all matters pertaining to this Contest.

Decisions with respect to the Winner and other matters pertaining to the Contest shall be final. Selected Winner will be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within 72 hours following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate Winner based upon the next highest scored submission. In the event that any Prize notification message is returned as undeliverable or if no response to the prize notification message is received within the time period stated or if the

potential Winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Event Organizer's sole and absolute discretion, be forfeited and awarded to the alternate potential Winner whose submission achieved the next highest overall score in the judging criteria as determined by the Judges in their sole discretion. If the confirmed Winner forfeits the Prize for any reason after confirmation, no alternate Winner will be selected. In no event will more than one Prize be awarded.

The selected Winner may be subject to a background check before the prize is awarded. Event Organizer reserves the right to disqualify a selected Winner based on the results of such background check if Event Organizer determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Event Organizer or violate any applicable laws and regulations. By accepting the Prize, the Winner agrees to allow the Event Organizer the right to use his/her name, photo and likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review or approval and without additional compensation except where prohibited by law.

Event Organizer reserves the right to disqualify any Winner and rescind any prize for any violation of these Official Rules or as required by state or federal law, rule, regulation, or other directive. Event Organizer also reserves the right to disqualify any Winner, rescind or revoke any prize, and/or choose a different Winner should any Winner fail to live up to the Winner's obligations as set forth in these Official Rules that are a condition to entering the Contest or winning a Prize. Selected Winner will be notified by email, phone, text message, and/or verbally in person in Event Organizer's sole discretion and may be asked to provide necessary information (including without limitation) as first and last name, email address, mailing address, and/or phone number) to Event Organizer. Event Organizer shall bear no liability or responsibility of payment to any Winner for whom such Prize has been revoked as set forth herein.

Grand Prize

1. \$500 cash prize to be paid to the Winner by check or wire transfer, at Event Organizer's discretion.
2. Two LIVE at Firefly concert VIP Experience tickets as determined by Event Organizer.
3. The Winner will also have the recipe featured and credited on Firefly Distillery and Bend & Steal's websites and Bend & Steal printed recipe cards which will be used in sales and for distribution at Firefly Distillery.
4. Bend & Steal champion premium gift set

Approximate Retail Value ("ARV") of the Prize is **\$1,000**.

- WINNER WILL RECEIVE AN INTERNAL REVENUE SERVICE FORM 1099 FOR THE ARV OF THE PRIZE FOR THE TAX YEAR IN WHICH THE PRIZE WAS AWARDED AND AGREE TO FULLY COOPERATE WITH EVENT ORGANIZER AND ITS REPRESENTATIVES AS TO ITS COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REPORTING REQUIREMENTS, INCLUDING BY PROVIDING UPON REQUEST HIS/HER SOCIAL SECURITY NUMBER VIA INTERNAL REVENUE SERVICE FORM W9.

Release

By submitting a submission, contestants acknowledge that Event Organizer and its representatives assume no liability for the use, publication, and/or broadcast of the submission submitted, and contestants agree to indemnify, defend and hold Event Organizer and/or their representatives harmless from any trademark, copyright infringement, intellectual property, personal privacy or right of publicity claims, or other proceedings arising therefrom.

Accordingly, by participating in the Contest, contestants agree to release Event Organizer, Firefly Distillery, Bend & Steal, Tom & Huck Distillers, and participating vendors (if any) and each of their respective parent companies, subsidiaries, affiliates, related companies and advertising, promotion and public relations agencies, and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability, loss or damage of any kind arising directly or indirectly out of or in connection with their participation in this Contest or with respect to awarding, receipt, possession, use and/or misuse of any Prize. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of a Prize. An entrant may be prohibited from participating in this Contest if, in Event Organizer's sole and absolute discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other contestants, Released Parties, or associated agencies or entities.

Warranty & Indemnity

Each entrant represents and warrants that at the time of submission, their submission is original, that they are the sole and exclusive owner and right holder of the of the content submitted, or that they otherwise possess all rights, licenses, and/or permits necessary to submit the submission, and any content contained therein, in the Contest. Each entrant further represents and warrants that their submission does not (1) infringe any third-party proprietary, intellectual property, industrial property, personal rights, or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) include any personally identifiable information of any person other than entrant; or (3) otherwise violate any applicable law. To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified the Released Parties at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Released Parties may become liable by reason of or related or incidental to any act, default or omission by an entrant under these Official Rules including without limitation resulting from or in relation to any breach, non-observance, act or omission, whether negligent or otherwise, of these Official Rules by an entrant.

Limit of Liability

Event Organizer is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive submissions or other information by Event Organizer on account of technical

problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Contest is not capable of running as planned, including any cause which corrupts or otherwise affects the administration, security, fairness, integrity, or proper conduct of this Contest, Event Organizer reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any portion thereof at any time, and for any reason without further obligation or advance notice. Event Organizer reserves the right, but does not have any obligation, to select Winners from eligible submissions received as of the termination date. Event Organizer further reserves the right to disqualify any individual who tampers with the submission process or the operation of the Contest or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

By entering this competition and signing acknowledgment of submission at time of entry, all participants are agreeing to Official Rules, Terms & Conditions, and agree to hold Firefly Distillery and their affiliates harmless.