

**Official Rules**  
**2016 Spirits of Mexico Competition**

I. Definitions and Interpretation

- a. In these Terms and Conditions unless the context otherwise permits, the following words shall have the following meaning:
- i. "Agent" shall mean an appointed forwarding agent of Sponsor as detailed on the Website.
  - ii. "Bank Account" shall mean the bank account held by Sponsor or its parent company, IWSC Group North America Inc., details of which are contained in the Entry Form.
  - iii. "Business Days" shall mean a day (other than a Saturday or a Sunday) when banks in the United States are open for business.
  - iv. "Competition" shall mean the annual "Spirits of Mexico" Competition administered by Sponsor.
  - v. "Data" shall mean all information recorded upon the Entry Form by the Entrant.
  - vi. "Depot" shall mean the Agent's Depot local to the Entrant as detailed in the Entry Brochure.
  - vii. "Distilled Spirit" shall mean any agave-based, commercial spirit produced in Mexico.
  - viii. "Entrant" shall mean the producer/ importer/retailer of the Entry.
  - ix. "Entry/Entries" shall mean the Distilled Spirit entered into the Competition by the Entrant.
  - x. "Entry Fee" shall mean the appropriate entry fee as set out in the Entry Brochure.
  - xi. "Entry Form" shall mean the Competition application form contained on the Website.
  - xii. "Legal Information" (for Entries produced in the US) shall mean the information required to be included upon labels for spirits in conformity with US Legislation.
  - xiii. "Legal Information" (for Entries produced outside the United States) shall mean the name and address of the producer, the alcohol content, the volume and the contents of the Entry.
  - xiv. "Marketing Strategy" shall mean Sponsor's marketing and advertising strategy from time to time.
  - xv. "Official Rules" shall mean these Terms and Conditions.
  - xvi. "Sponsor" means Polished Palate, LLC
  - xvii. "Website" shall mean [www.thespiritsofmexico.com](http://www.thespiritsofmexico.com).
  - xviii. "Winners Marketing Package" shall mean the separate package which can be purchased by Competition winners from Sponsor.
- b. The section headings are included for convenience only, and have no legal effect.
- c. References to sections are references to sections of these Official Rules.
- d. Words importing the singular include the plural and vice versa.
- e. These Official Rules, and the Entrant's completed Entry Form set out the entire agreement between the Entrant and Sponsor in respect of the Entrant's participation in the

Competition and in the event of any conflict between them, these Official Rules shall prevail.

- f. By completing the online entry form for the Competition, the Entrant agrees to be bound by these Official Rules.

## II. Application Process

- a. The Entrant must enter the Competition by submitting an Entry Form to Sponsor, paying the Entry Fee, and delivering the Entries to the agreed location described in the Entry Form.
- b. The Entry Form must be completed on-line by logging onto the Website, and submitted to Sponsor on-line. Sponsor will not accept any liability for any undelivered Entry Forms.
- c. The Entrant must retain at least one copy of the Entry Form for the purposes of section III(h)(iv).

## III. The Entries.

- a. Entries will only be accepted if they are produced in commercial quantities and are of sound marketable quality from a commercial batch.
- b. All Entries must be finished and in their final container and sealed with the final seal.
- c. Temporary labels may be applied to the final container but must include Legal Information and lot numbers.
- d. Entries must not contain any illegal additives.
- e. Tank samples will not be accepted as Entries into the Competition.
- f. In the event that the Entrant is not the producer of the Entries, the Entrant warrants that it has all necessary consents and permissions to enter the Entry into the Competition. The Entrant will indemnify the Sponsor for any claims which arise as a result of the Entrant submitting an Entry which it does not have the authority to submit.
- g. Payment
  - i. For Entries submitted on-line, the Entry Fee must be paid on-line, by credit card.
  - ii. Where an Entrant is unable to make payment of the Entry Fee without an invoice, the Entrant may request an invoice from Sponsor. Sponsor may decline to accept a request for an invoice.
  - iii. Where Sponsor declines to accept a request for an invoice the Entrant must make payment of the Entry Fee by one of the payment methods stated in the Entry Form. Entry Fee payments must clear into the Bank Account before the Entry in respect of which the Entry Fee has been paid, will be judged.
  - iv. No refund or credit of an Entry Fee will be given in any circumstances, including but not limited to circumstances in which an Entry is disqualified, withdrawn, lost or damaged or does not arrive in time.
- h. Delivery, Risk and Title
  - i. It is the Entrant's responsibility to ensure that the Entries are delivered to the Sponsor storage facility in accordance with the deadlines detailed in the Entry Form.
  - ii. The Entrant may deliver the Entries directly to Sponsor's storage facility.
  - iii. Alternatively the Entrant may deliver the Entries to the Agent. The Entrant must contact the Agent directly to confirm the Agent's deadline for delivery of the Entries to the Depot.

- iv. It is the Entrant's responsibility to ensure they deliver the Entries to the Depot before the Agent's deadline.
- v. In the event that the Entrant misses the scheduled shipment by the Agent, the Entrant must contact Sponsor's head office at the telephone number provided in the Entry Form prior to making alternative transportation arrangements.
- vi. Three samples of each Entry must be submitted to Sponsor's storage facility direct or to their Agents.
- vii. Each Entry must be accompanied by a copy of the completed Entry Form and the outside of the container containing the Entry must show the company name and address of the Entrant.
- viii. The Entrant will be responsible for all delivery charges, the Agent's fee, taxes, (save as set out in clause 5.9), customs duty, insurances and storage. All such charges must be paid by the Entrant in advance of receipt of the Entry by Sponsor.
- ix. The Entries will be transported at the Entrant's risk and it will be the Entrant's responsibility to arrange adequate insurance. Sponsor will not be liable for any loss or damage to the Entries whatsoever whilst the Entries are in the possession of the Entrant, the Agent or at any stage during the delivery process.
- x. Title in the Entries will pass to Sponsor upon receipt of the Entry to Sponsor's Storage facility.
- xi. Sponsor will not be responsible to the Entrant for any loss or damage to the Entries whatsoever, whilst in Sponsor's possession prior to or during the Competition.
- xii. In the event of loss or damage to the Entry, whilst in the possession of Sponsor prior to the Competition, the Entrant will be required to submit a replacement Entry at their own expense.
- xiii. Upon completion of the Competition, any unopened Entries will be destroyed or may donated to auction houses in favor of charities, as determined by Sponsor in its sole discretion. No Entries will be returned.

#### IV. The Competition

- a. Where possible Entries will be judged in the category they have been entered into.
- b. In the event of insufficient Entries in any particular category, Entries may, at Sponsor's discretion and without reference to the Entrant, be placed in another category.
- c. The judging process will be entirely confidential and no details will be released concerning the judging process and reasoning. No feedback of any nature will be given.
- d. The judges' decisions will be final and will not be open to challenge.
- e. Entrants will not have any involvement in the appointment of the judges.

#### V. Judging Overview

- a. The Competition will be judged by a panel of wine and spirit experts and members of the industry selected by Sponsor who will evaluate and rank the Entries. The Entries will be presented in flights in a blind tasting competition, which the judges will evaluate based on criteria consistent with the evaluation standards of the International Wine and Spirit Competition (IWSC). Judges base scores on appearance, aromatics, flavor, mouthfeel and finish, awarding a maximum of 100 points.

- b. Entries will be judged in each of the following categories, each with subcategories (i.e., Añejo, Extra Añejo, Blanco, Flavored, Joven, Liqueur, Reposado, Overproof):
  - Bacanora
  - Mezcal
  - Sotol
  - Tequila
- c. Based on the combined scores from all of the judges, should one Entry achieve the highest overall score, a “Best of Class” will be awarded. Should one Entry per category achieve the highest score, a “Best of Class” per category will be awarded.
- d. Winning Entries will be determined as follows:
  - BEST IN CLASS – Highest overall score per competition and as available by category.
  - 90 – 100 GOLD – Superior example, setting the standard
  - 86 – 90 SILVER OUTSTANDING – Outstanding example; excellent quality
  - 80 – 85 SILVER – Fine example; excellent quality
  - 75 – 79.9 BRONZE – Good example; well-above average

#### VI. The Winners

- a. Winning Entrants agree that they will take part in any publicity which is reasonably required by Sponsor.
- b. The names of all winners in all Classes will be published on completion of each Competition.
- c. Publication will be in accordance with Sponsor’s Marketing Strategy.
- d. Winning Entrants agree that Sponsor may publish details and particulars of the winning Entries in all Classes in accordance with its Marketing Strategy.
- e. Entrants agree that Sponsor may photograph and reproduce photographs of Entrants and/or winning Entries. Sponsor warrant that they will obtain the necessary permissions and consents for the purposes of reproduction of photographs.
- f. Entrants agree that they will only use “Spirits of Mexico” name, logo and Winners Marketing Package to promote specific winning Entries and not to promote any other products. Only the winning Entries may be promoted as winners of the Spirits of Mexico awards.
- g. Winning Entrants will cease to use the “Spirits of Mexico” name, logo and Winner’s Marketing Package at any time upon 14 days notice from Sponsor requiring them to do so.
- h. Winning Entrants may publicize their award provided the year in which it was won is stated.
- i. The “Spirits of Mexico” logo is the property of Sponsor’s limited and any unauthorized use, reproduced or alteration is strictly prohibited.

#### VII. Competition Registration and Timelines

DATE	TIME	ACTIVITY	LOCATION
September 1-30	All Day	Early Bird Registration	Online
October 1-21	All Day	Registration	Online
November 4	5pm	Deadline for Product Samples by mail	128 Howard St, NE Atlanta, GA 30317
November 7	5pm	Deadline for Product Samples by GA Distributors	IWSC NA Office 1000 Marietta St, NW Suite 108 Atlanta, GA 30318
November 8	1pm	Judging Begins	Loews Atlanta Hotel
November 9	9am	Judging	Loews Atlanta Hotel
November 10	12pm	Judging Concludes	Loews Atlanta Hotel

#### VIII. General

- a. Sponsor may vary these Official Rules at any time without notice to the Entrants. Any revision of these Official Rules will be placed upon the Website without notice to Entrants. In the event that the Entrant does not agree to be bound by any amended Official Rules, they must withdraw from the Competition.
- b. All Data will be held on databases operated and maintained by Sponsor. Such data will be used for the purposes of maintaining business contact records, updating Entrants on Sponsor activities, and for use upon the Website.
- c. **IN NO EVENT WILL SPONSOR OR IWSC GROUP NORTH AMERICA INC., OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AGENCIES, PUBLIC RELATION FIRMS, CONSULTANTS OR CONTRACTORS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF ANY PARTICIPATION IN THE COMPETITION OR ACCEPTANCE OF A PRIZE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, AS WELL AS ANY CLAIMS BASED ON PUBLICITY RIGHTS OR INVASION OF PRIVACY.**
- d. Notices shall be in writing and shall be delivered by hand, facsimile or send by pre-paid first class post to Sponsor at their head office address and to the Entrant at the address set out on the Entry Form. A notice sent by facsimile to the fax number of the relevant parties shall be deemed to have been received at the time of transmission. Notices shall not be valid if sent by email.
- e. Any waiver by Sponsor of a breach of any of the Entrant's obligations under these Official Rules shall not amount to a waiver of any subsequent breach of the same obligation or any other obligation under these Official Rules.
- f. Any breach of these Official Rules will result in disqualification.
- g. Sponsor reserves the right to cancel the Competition at any stage, and for any reason including circumstances which are outside of Sponsor control.

- h. In the event of a dispute, Sponsor's decision will be final.
- i. Any and all disputes in connection with the Competition will be resolved exclusively in the appropriate courts in Atlanta, Georgia. Should there be a conflict between the laws of the State of Georgia and any other laws, the conflict will be resolved in favor of the laws of the State of Georgia. Each Player waives any and all objections to jurisdiction and venue and hereby submits to the jurisdiction of those courts. Any and all lawsuits or other disputes that arise relating to the Competition must be filed within one (1) year of the last day of the Competition.