

PROBITAS RUM COCKTAIL COMPETITION

NO PURCHASE NECESSARY. OPEN ONLY TO LEGAL U.S. RESIDENTS WHO ARE 21 YEARS OF AGE OR OLDER (INCLUDING BUT NOT LIMITED TO BARTENDERS) IN THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA. *SEE RULE 7C FOR COMPLETE ELIGIBILITY RESTRICTIONS.*

INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED TO ENTER THE COMPETITION.

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES AND ALL DECISIONS OF SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS.

VOID WHERE PROHIBITED BY LAW.

Sponsor: Altamar Brands, LLC, 2101 East Coast Highway, Suite 250, Corona del Mar, CA 92625

1. Overview of Competition:

In the Competition, participants submit a cocktail recipe which includes Probitas White Blended Rum (or a non-alcohol alternative) that combines the contrasting themes and flavors derived from home (that is, a familiar place such as where you live, grew up or consider a “home place”) and away (that is, somewhere new and different). The recipe along with a photo of the cocktail constitutes your entry (“Entry”).

Competition starts on February 24, 2025 at 12:00 a.m. Eastern Time.

2. Entry Procedure:

(a) Go to the Competition Website at <https://probitasrumcocktails.com> (“Competition Website”) and verify that you are 21 years of age or older.

(b) Follow the prompts and complete the registration form with all required information, including your first name, last name, city, state, e-mail address, telephone number, and selected region-- California, Florida, Illinois, Missouri, New York or Texas (which may differ from city/state of residence; by way of example, a Los Angeles resident may choose Missouri as their region).

(c) Provide the following information regarding your cocktail:

- Recipe submission to include instructions for preparation as well as detailed instructions for any homemade or specialty ingredients;
- An original statement regarding how your cocktail captures the Competition theme of home and away

- An original statement regarding what is your “Home” inspiration and why
- An original statement regarding what is your “Away” inspiration and why

(d) Upload a photo of the cocktail which conforms to the technical specifications provided on the Competition Website.

**See Rule 3 below for requirements for cocktail recipe.

All Entries must be received by March 31, 2025 at 11:59:59 p.m. ET.

Recipe and photo (as well as all accompanying statements) must be uploaded during the same online session.

If accessing the Competition Website via mobile device, entrant will be solely responsible for wireless Internet access and/or other applicable fees.

3. Requirements for Cocktail Recipe

(a) *Ingredients.* Recipe must include all ingredients, including Probitas White Blended Rum (or a non-alcohol alternative) and a garnish (if applicable). All ingredients must be readily accessible for lawful purchase in the applicable region. Drugs – whether or not legal – cannot be used as ingredients.

(b) *Recipe.* Recipe must clearly indicate all steps necessary to create the cocktail. Without limitation, the preceding includes specific measurements and serving sizes; any required preparation of ingredients; the equipment required to create cocktail; and any special or estimated preparation time if and as necessary. FOLLOWING THE RECIPE INSTRUCTIONS MUST RESULT IN THE CREATION OF A POTABLE BEVERAGE.

(c) *Photo.* (i) Photo must only include the cocktail. Entrant should NOT also appear in the photo. (ii) Photo must be a “raw capture,” depicting cocktail exactly as created by following the recipe instructions. THE USE OF ANY DEVICE OR ARTIFICE TO ENHANCE, EMBELLISH, EXAGGERATE OR MISREPRESENT THE APPEARANCE OF THE COCKTAIL IS PROHIBITED AND WILL RESULT IN AUTOMATIC DISQUALIFICATION.

(d) *Use of Probitas White Blended Rum (if applicable).* If recipe includes Probitas White Blended Rum: (i) a minimum of 1.5 ounces of Probitas White Blended Rum must be used with Probitas White Blended Rum functioning as the primary “base” of the cocktail; and (ii) the Probitas White Rum cannot be “cut” with another product PRIOR TO inclusion in the recipe (but, infusion IS allowed).

(e) *Content of Statement/Title/Recipe.* Entry will be disqualified if Sponsor or preliminary independent third-party judging panel determines in their sole discretion that Entry:

- Violates the trademark, copyright, right of publicity or right of privacy of any third party;

- Includes content that disparages or denigrates another person due to their race, religion, national origin, ethnicity, gender/gender identification, sexual orientation, citizenship status, disability, country of origin or other classification protected under U.S. Federal or State law;
- Includes content that is profane, obscene or otherwise inappropriate;
- Includes content that addresses subject matter of a controversial or sensitive nature;
- Includes content that is in violation of U.S. Federal or State law;
- States or implies that consumption of alcohol is appropriate in conjunction with undertaking any action that requires skill or concentration (e.g., operating a motor vehicle);
- States or implies that alcohol should be consumed by persons who are under 21 years of age or in an irresponsible manner by persons 21 years of age or over; or
- Includes any content that reflects negatively on or adversely affects the business reputation and goodwill of Sponsor or its Probitas White Blended Rum product.

4. Additional Entry Requirements

There is a limit of one (1) Entry per person. Multiple Entries will automatically result voiding of all Entries and disqualification from the Competition.

Entry must be the sole work product of the participant submitting same. No joint, group or team Entries are allowed.

Proof of transmission of Entry does not constitute proof of receipt of Entry.

Receipt of Entry may be acknowledged by Sponsor or its agency but any such acknowledgment is not otherwise binding upon Sponsor under any legal theory.

Any dispute as to the identity of entrant will be resolved by Sponsor in its sole discretion.

Provision of personal information on Entry is subject to Sponsor's privacy policy, accessible at <https://altamarbrands.passionspirits.com/ps-privacy-policy>. Sponsor will only use personal information of entrant for administration of the Contest.

Entrant grants to Sponsor the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit his/her Entry, in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation. Entrant further waives any "Moral Rights of Authors" ("*Droit Moral*") or similar natural rights of ownership that he/she may have in the Entry whether under statutory or common law.

Entrant understands and agrees that Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to them by outside sources or being developed by their own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) their Entry and Sponsor shall have no liability to entrant or any third party in conjunction therewith.

Entrant understands and agrees that Sponsor does not have any duty of confidentiality or other fiduciary duty to entrant relative to their Entry.

5. Regional Competitions:

(a) Entries will be sorted by region as selected by entrant on their registration form. For each of the six (6) regions, a preliminary independent third party judging panel will review all eligible Entries, based on the following criteria:

- Persuasiveness and effectiveness of capturing Competition theme of home and away
- Quality of instructions for preparation of cocktail (are the instructions thorough and complete?)
- Originality and creativity
- “Balance” of flavors in the cocktail

(b) For each of the six (6) regions, the entrants whose Entries have the five (5) highest scores are Regional Finalists and will advance to the Regional Competition. As a Regional Finalist, they will receive a gift card to be used to purchase décor to dress up the area where Regional Finalists will take part in the Regional Competition. (The issuer of the gift card will be determined by Sponsor in its sole discretion; and, such issuer’s terms and conditions apply to use of the gift card.) Décor should amplify the Competition theme of home and away. **Receipt of décor gift card is contingent upon Regional Finalist participating in the Regional Competition; if individual selected as Regional Finalist does not participate in the Regional Competition for any reason, the décor gift card will not be awarded and Sponsor will not have any liability in conjunction therewith.** Regional Finalists will be notified by e-mail on or about April 7, 2025.

(c) In the event of a tie, the Regional Finalist shall be the tied entrant who had the higher/highest score in the criterion of “Persuasiveness and effectiveness of capturing Competition theme of home and away.”

(d) For each of the six (6) regions, Regional Finalists will compete against each other in the Regional Competition. In the Regional Competition, each Regional Finalist will prepare four (4) servings of their cocktail recipe from their Entry “on the spot” using only the ingredients and equipment set forth therein. Ingredients and equipment will be provided by Sponsor however any specialty ingredients or equipment may be supplied by the Regional Finalist subject to the approval of Sponsor at its sole discretion on a case-by-case basis. Each Regional Finalist will also receive the services of a team of assistants, who will provide support to Regional Finalist in preparing the cocktail recipe from Regional Finalist’s Entry. Regional Finalist must prepare and present their cocktail to the Regional Competition judging panel (comprised of Sponsor representatives and representatives from an independent third party) within the designated time period. Recipe must be created in a quantity appropriate so that each member of the Regional Competition judging panel will be able to taste the cocktail. Regional Finalist must respond to any and all questions posed by the Regional Competition judging panel in a truthful and respectful manner, to the best of their knowledge and belief. Regional Finalist is also expected to batch fifty (50) total servings of their cocktail, intended to be served to guests (who are 21 years

of age or older) in attendance at the Regional Competition in small tasting portions. Guests will also be encouraged to vote on “fan favorite” based upon these tasting samples; **BUT, THE VOTES OF GUESTS AS TO THEIR “FAN FAVORITE” WILL NOT HAVE ANY BEARING ON THE RESULTS OF THE REGIONAL COMPETITION: “FAN FAVORITE” VOTING IS INTENDED SOLELY FOR ENTERTAINMENT PURPOSES.** REGIONAL FINALISTS CANNOT SUPPLEMENT OR OTHERWISE DEVIATE FROM THE COCKTAIL RECIPE AS SET FORTH IN HIS/HER ENTRY UNLESS SUCH MODIFICATIONS HAVE BEEN APPROVED BEFOREHAND BY SPONSOR IN ITS SOLE DISCRETION ON A CASE-BY-CASE BASIS. VIOLATION OF THE PRECEDING MAY RESULT IN DISQUALIFICATION FROM REGIONAL COMPETITION WITHOUT LIABILITY TO SPONSOR.

(e) Each Regional Competition will take place at a location in the corresponding region and on a date to be determined by Sponsor in its sole discretion. The e-mail notification to those selected as Regional Finalists (as per Rule 5b above) will identify the date and location of the applicable Regional Competition. The Regional Competitions will be held between April 5, 2025 and May 30, 2025. **Regardless of their city/state, Regional Finalists must be available to attend the corresponding Regional Competition or they will forfeit the décor gift card (as discussed above)and, time permitting, an alternate Regional Finalist will be selected.**

(f) The Regional Competition judging panel will evaluate all Regional Finalists’ cocktails based on the judging criteria in Rule 5a plus taste. For each of the six (6) regions, the Regional Finalists whose cocktails received the three (3) highest scores are the Regional Competition Winners. In addition, the Regional Competition Overall Winner (with the highest score in the Regional Competition) will advance to the Finale Competition and will receive a \$100 gift card to be used to purchase décor to dress up the area where Regional Competition Overall Winners will take part in the Finale Competition. (The issuer of the gift card will be determined by Sponsor in its sole discretion; and, such issuer’s terms and conditions apply to use of the gift card.) Décor should amplify the Competition theme of home and away. **Regional Competition Overall Winner must be available to attend the Finale Competition at “Tales of the Cocktail” in New Orleans, Louisiana in July 20 – 25, 2025 (specific date to be determined); if he/she cannot do so, the Regional Competition Overall Prize (as well as the \$100 décor gift card) will be forfeited and the Regional Competition First Runner-Up Prize Winner (2nd highest score) will instead win the Regional Competition Overall Prize as well as the \$100 décor gift card (with the initially determined Regional Competition Overall Prize Winner receiving the Regional Competition First Runner-Up Prize.)** The preceding applies notwithstanding any announcement as to the identity of the Regional Competition Overall Prize Winner at the Regional Competition.

(g) In the event of a tie, the Regional Competition Winners or the Regional Competition Overall Winner (as the case may be) will be determined via the tie-breaker set forth in Rule 5c.

(h) The Regional Competition Overall Winner will receive a prize of \$200 and a credit of \$400 to be used for travel expenses to the Finale Competition (not redeemable for cash;

additional restrictions apply); the Regional Competition First Runner-Up Winner will receive a prize of \$100; the Regional Competition Second Runner-Up (3rd highest score) will receive a prize of \$50. The Regional Competition Winners will be notified at the conclusion of the Regional Competition and must complete and sign a Declaration and Release accepting their prize.

(i) Sponsor reserves the right to condition award of Regional Competition Overall Winner prize upon the results of a background check. To this end, Regional Competition Overall Winner agrees to fully cooperate in the conduct of background check, as well as to be bound by the results of same with the understanding that if he/she is disqualified and the Regional Competition Overall Prize is forfeited, he/she will not receive any prize or compensation. Regional Competition Overall Winner further acknowledges that the results of the background check are not subject to appeal. The preceding applies notwithstanding any announcement as to the identity of the Regional Competition Overall Prize Winner at the Regional Competition.

6. Finale Competition

(a) Regional Competition Overall Winners will compete against each other in the Finale Competition, preparing their cocktails for the Finale Judging Panel in the same manner and subject to the same restrictions as in the Regional Competitions as set forth in Rule 5d. Regional Competition Winners must respond to any and all questions posed by the Finale Competition judging panel (comprised of Sponsor representatives and representatives from an independent third party) in a truthful and respectful manner, to the best of their knowledge and belief.

(b) The Finale Competition judging panel will evaluate all Regional Competition Overall Winners' cocktails based on the judging criteria in Rule 5a plus taste. The Regional Competition Overall Winner whose cocktail received the highest scores is the Grand Prize Winner. The Regional Competition Winners with the next two (2) highest scores will receive a Finale First Runner-Up Prize and a Finale Second Runner-Up Prize.

(c) In the event of a tie, the prize winners will be determined via the tie-breaker set forth in Rule 5c.

(d) The n prize winners will be notified at the conclusion of the Finale Competition. To accept the Grand Prize, the Grand Prize Winner must sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within **three (3) business days** of the date indicated thereon. If Grand Prize Winner fails to do so, he/she will forfeit the Grand Prize without compensation of any kind and the Grand Prize will be awarded instead to the Regional Competition Overall Winner with the 2nd highest score in the Finale Competition. The preceding applies notwithstanding any announcement as to the identity the prize winners at the Finale Competition. There are three (3) total prizes to be awarded to the top three (3) Finale Competition Winners with the highest scores.

(e) Grand Prize is a trip for winner to Barbados for 7 days/6 nights and includes roundtrip coach air travel from international airport near winner's residence to Christ Church, Barbados; hotel accommodations (standard room, double occupancy) for 6 nights; (1) Deluxe Pass to Barbados Rum Experience, November 3 – 8, 2025; ground transportation between hotel and Barbados airport as well as between hotel and Barbados Rum Experience; select meals. Approximate Retail Value: \$6,000. (Actual value depends on various factors including point of departure; if approximate retail value is greater than actual value, difference will not be awarded.)

(f) *Grand Prize Trip Restrictions.* Grand Prize is subject to availability and other restrictions. To receive the Barbados Rum Experience Deluxe Pass, winner must be available to travel November 3 -8, 2025. If Winner is not available on such dates for any reason, he/she must take the trip so as to attend the **2026** Barbados Rum Experience, with the understanding that if the Barbados Rum Experience is not held in 2026 for any reason, Winner will forfeit the Grand Prize in its entirety and Sponsor shall not have any liability to Winner under any legal theory. .

Winner may choose to take a guest on the Grand Prize trip at their sole expense, with the understanding that the Winner/guest may not be able to purchase a Deluxe Pass to the Barbados Rum Experience. Sponsor will use commercially reasonable efforts to adjust the trip itinerary to include such guest, but Winner acknowledges that such adjustments are subject to availability. Should Winner choose to take a guest, such guest must be 21 years of age or older and will be required to sign and return a Liability Release and Publicity Release (where lawful) prior to travel. Sponsor further reserves the right to condition guest's inclusion on the Grand Prize trip on the results of background check as set forth in Rule 5i above.

Winner will not receive any perks or rewards in conjunction with air travel and hotel accommodations for Grand Prize trip.

Deluxe Pass is subject to terms and conditions of issuer. Such conditions may include prohibition on re-sale of tickets, appropriate conduct and attire during Barbados Rum Experience as well as policy if Barbados Rum Experience cannot be held as scheduled.

Winner (and guest, if applicable) must conduct themselves at all times in an appropriate, well-behaved and respectable manner during the trip. Failure to do so, as determined by Sponsor and/or prize supplier in their sole discretion will result in immediate termination of trip, with Sponsor having no further liability to Winner and, should the circumstances warrant, expose Winner to possible legal sanctions.

No insurance has been obtained for Winner or guest (if applicable) in conjunction with trip.

Winner (and guest, if applicable) is solely responsible for obtaining valid U.S. passport in order to travel to Barbados.

It is the sole responsibility of Winner to advise third party meal providers of any allergy or dietary restrictions they may have. To the extent that meal provider cannot accommodate such allergy/dietary restrictions, Sponsor shall not have any liability under any legal theory to Winner.

The Finale First Runner-Up Winner will receive a prize of \$250 (2nd highest score).
The Finale Second Runner-Up Winner will receive a prize of \$100 (3rd highest score).

SPONSOR MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND (DIRECT OR INDIRECT, EXPRESS OR IMPLIED) REGARDING THE GRAND PRIZE OR ANY ELEMENT THEREOF, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE.

Winner is solely responsible for all unspecified expenses in conjunction with Grand Prize acceptance and use, including to/from departure airport and souvenirs.

No prize substitution is available for prizes except at Sponsor's sole discretion due to unavailability of advertised prize/prize element and only then for a substitute prize/prize element of comparable value. Prizes are not exchangeable or redeemable for cash and is not transferable.

7. Additional Conditions of Participation

(a) Competitions.

At all levels of the Competition, the applicable judging panel shall take into account whether the cocktail recipe included Probitas White Blended Rum or a non-alcohol alternative.

Entrant agrees that the results of judging at all levels of the Competition is confidential and proprietary information belonging to Sponsor and waive any right to review the results of judging.

Additional regulations address participation in the Regional Competitions and the Finale Competition. Such additional regulations are made a part of these Official Rules and incorporated herein by reference. Should there be any inconsistency between such additional regulations and these Official Rules, the additional regulations will prevail, govern and control only with respect to the corresponding Competition and in all other respects these Official Rules will prevail, govern and control.

Sponsor reserves the right (but is NOT obligated to) record one or more of the Regional Competitions and/or the Finale Competition for possible use for commercial/trade/advertising as well as for internal/archival purposes (the "Recording"). To the extent applicable, Regional Finalists and Regional Competition Overall Winners hereby grant to Sponsor the right to use the Recording, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times for commercial/trade/advertising purposes and internal/archival purposes without further notice or additional compensation.

Participation in the Regional Competitions and the Finale Competition is conditioned upon:

- Regional Finalists and Regional Competition Overall Winners at all times fully complying with all instructions of Sponsor representatives;
- Acting in a well-behaved, respectful and otherwise appropriate when participating in

corresponding Competition including when communicating with assigned team of assistants;
AND

- Not attempting to cheat, deceive or defraud Sponsor Representatives in any respect.

(b) Taxes. Regional Finalist, Regional Overall Competition Winners and Finale Competition Winners are solely responsible for taxes on prize(s) won in the Competition. Grand Prize Winner acknowledges that, as per applicable law, Sponsor must advise the Internal Revenue Service via IRS 1099 Tax Form of winner's receipt of prizes in the Competition and agrees to fully cooperate with Sponsor in fulfilling such reporting obligation, including by providing his/her Social Security Number or Tax Identification Number upon request.

(c) Eligibility. All legal residents of the fifty (50) United States and the District of Columbia, who is 21 years of age or older (including but not limited to bartenders) are eligible for the Competition. Employees, officers and directors of Sponsor, its parent company, subsidiaries, affiliates, divisions; or of any business entity in any way associated with the development, production or implementation of the Competition are NOT eligible for the Competition.

8. Releases:

(a) By participating, entrant releases and agrees to hold harmless

- Sponsor, its parent company, subsidiaries, affiliates, divisions;
 - each business entity in any way associated with the development, production or implementation of the Competition;
 - the employees, officers, directors, shareholders, representatives, agents, successors and assigns of any of the foregoing entities
- from any and all liability arising from participating in the Competition, any Competition-related activity or the acceptance, possession, receipt or use/misuse of prize(s) and décor gift card, if and as applicable.

(b) By accepting prize(s) and/or décor gift card, Regional Finalist, Regional Overall Competition Winners and Finale Competition Winners agree to the use of their name, image, photo, likeness, and other indicia of persona/identity for advertising/trade/publicity purposes by Sponsor and its designees without further compensation, notice or approval. The preceding includes but is not limited to the Recording as per Rule 7a above (if applicable).

9. Limitation of Liability:

(a) Sponsor assumes no liability or responsibility for

- late, lost, illegible/garbled, corrupted, incomplete, inaccessible/blocked, jumbled, damaged or misdirected Entries;
- technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which interfere, interrupt or impede offering the Competition as intended (in whole or in part, including Regional Competitions and/or Finale Competition, submission of

Entries and/or notification of Regional Finalists including notification e-mails being undeliverable or delayed in delivery due to categorization as “junk” or “Spam”), regardless of cause and even if reasonably foreseeable by Sponsor;

- damage to entrant’s computer or mobile device (or information stored thereon) in conjunction with participation in the Competition.

(b) If Sponsor determines in its sole discretion that the Competition cannot be conducted as originally planned due to any cause beyond its control (e.g., pandemic/epidemic, computer virus/bug, tampering, fraud, natural disaster, riot, strike, terrorist threat), Sponsor may cancel, modify or suspend the Competition, and to the extent feasible, conduct the Competition and make the prizes available to be won in a manner that Sponsor in its sole discretion determines is fair, appropriate and consistent with these Official Rules. Notice of such action will be posted at the Competition Website, at the Regional Competitions and/or the Finale Competition, as appropriate and to the extent feasible.

(c) Sponsor’s failure to enforce any provision of these Official Rules in a given circumstance shall NOT function as a waiver of such provision.

10. Dispute Resolution/Choice of Law.

To the fullest extent permitted by law, you agree that:

- (a) any and all disputes regarding the Competition or these Official Rules shall be governed by the internal, substantive law of the State of California (i.e., without regard to choice of law/conflict of law rules of Florida or of any other jurisdiction);
- (b) you are subject to the personal and exclusive jurisdiction of California state courts situate in Orange County, California or the U.S. District Court for the Central District of California
- (c) you waive any right of change of venue, inconvenient forum or the like;
- (d) any action will be brought by you individually (NOT as part of a class action);
- (e) your recovery in any such action is limited to actual costs involved in participating in the Competition (if any), with all rights to attorneys’ fees and any and all damages (including special, compensatory, punitive, consequential damages) as well as any rights to any kind of equitable relief/injunctive relief being expressly waived.

If the preceding or any other provision of these Official Rules is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be replaced by a substitute provision that most closely approximates the original intent of Sponsor and is valid, legal and enforceable. The invalidity/illegality/unenforceability of a given provision shall not affect the remainder of these Official Rules.

11. Winners’ List: For names of prize winners, please send a self-addressed stamped envelope to “Probitas Rum Cocktail Competition Winner List”, 4403 Oleander Dr, Ste C #251, Wilmington, NC 28403 for receipt by June 15, 2025.