Lucid Mixology Contest
Program Components and Official Rules

About the Program:
Presented by Bartender® Magazine and sponsored by Lucid® Absinthe Supérieure, the Lucid Mixology Contest is a national competition designed to gain brand awareness and engagement among consumers, distributors, accounts and professional mixologists. The contest will be held via a Facebook platform, where mixologists and consumers will submit their original Lucid Absinthe cocktail recipe. Mixologists will enter to be one of five recipients of: a $100 cash prize; inclusion in a feature in the April issue of Bartender Magazine; a hand-crafted mixologist kit; inclusion of their recipe in the 2015 Lucid Cocktail Guide, and ten copies of the Guide.

Methods to Enter (Entry Period: January 13th – February 11th):
The contest is open to consumers and mixologists who are of legal drinking age (21 years old+) and are legal U.S. residents. Interested mixologists will submit their application (consisting of a brief bio, original cocktail recipe/name and a photo of their cocktail) through one of the platforms listed below.

a.) Online via a customized Facebook tab (www.facebook.com/LucidAbsintheSuperieure)
b.) Electronically to a customized email address (LucidMixologyContest@drinklucid.com)

Deussen Global Communications will have the ability to review and approve all content. After reviewing the submissions, Deuseen Global Communications will upload all content submitted via the customized email account to the Facebook tab.

Weight of Scoring:
The Lucid Mixology Contest winners will be determined by a judging panel consisting of the internal HRD marketing team, Lucid’s PR agency, Deussen Global, and representatives from Bartender Magazine. The top 12 entrants chosen by the internal marketing team and agency partners will be deemed finalists and advance to the next round. To ensure that the winning mixologists are qualified and desirable representatives of the Lucid Absinthe brand and Bartender Magazine, the judging panel will choose the top five winners from the list of finalists. Finalists’ entries will be evaluated against a numeric scale (1-5) based on: (i) taste, (ii) creativity, (iii) originality, (iv) presentation, (v) and on-premise practicality. *In the event of a tie, the tied Entrant with the higher score in the taste category will be the winner.

Official Rules

Contest Description: Bartender Magazine presents the Lucid Absinthe Mixology Contest, sponsored by Lucid Absinthe. No purchase necessary to enter this contest. Limit one (1) entry per person. The Lucid Mixology Contest is a contest in which Entrants compete to receive prizes by submitting original cocktail recipes using Lucid® Absinthe Supérieure as primary spirit (the base or co-base). The contest begins January 5, 2015. All Entrants must submit their applications no later than February 11, 2015 at 11:59pm PST.
1. ELIGIBILITY.
The contest is open to consumers and mixologists who are legal U.S. residents, including the District of Columbia (“Territory”), and are 21 years of age or older at time of entry. Individuals residing outside of the United States or anywhere outside the Territory, or where prohibited or restricted by law, or are otherwise ineligible, should NOT attempt to enter. Employees, officers, directors and their immediate family members (parents, children, siblings, spouses) of Bartender Magazine, Lucid Absinthe Supérieure and Hood River Distillers, Inc. (“Sponsor”), and their respective promotional and advertising agencies are NOT eligible. Sole Proprietors, Officers, Directors and Shareholders of corporations, Members and Managers of limited liability companies, and Partners in general or limited partnerships who, either as an individual or as a principal of a corporation, limited liability company or partnership, hold or have an interest in any alcoholic beverage license or permit to engage in the production, importation, or wholesale or retail sales of alcoholic beverage products are not eligible. All entrants must agree to be bound by these Official Rules and all applicable federal, state and local laws. Void where prohibited.

2. ENTRY.
A. Entries may be submitted 1/13/2015 – 2/11/2015 via the Facebook tab (www.facebook.com/LucidAbsintheSuperieure) or email address (LucidMixologyContest@drinklucid.com). LIMIT OF ONE (1) ENTRY PER PERSON.
B. All Entrants must fully complete the Application which includes providing a bio, (1) recipe/name for (1) original cocktail and (1) color photograph of their original cocktail; and the Entrant’s name, date of birth, residential address and e-mail address. Color photographs taken by persons other than the Entrant must be accompanied by consent from the photographer. Include a caption with the photo (as used hereafter, “statement” also includes the captions accompanying photo). The Application must be submitted no later than 11:59pm PST, February 11, 2015.
C. The recipe must be an original cocktail recipe created by the Entrant and must use Lucid Absinthe as the primary spirit (base or co-base of the drink) in the cocktail’s preparation. Each recipe must yield one (1) serving and include a description of all the ingredients used, the quantities or proportions of ingredients, techniques used to prepare the cocktail, presentation, and glassware. Recipes may not contain more than SEVEN ingredients, including fruit juices, syrups, drops and dashes. (Garnishes are not included in the seven-ingredient limit.) Recipes must contain Lucid Absinthe as the base or co-base of the drink. Recipes that include the use of fire or flames in any way will not be permitted.
D. The Application, including the recipe, must be submitted in English. Applications in any other language will not be considered. All Applications become the property of Lucid Absinthe and Bartender Magazine at the time of submission and will not be returned or acknowledged. Entries are void if they are in whole or part illegible, incomplete, altered, counterfeit, manipulated, or obtained through fraud, or if they are lost, late, or misdirected, whether or not within the control of the Sponsor or Bartender Magazine.

2. PRIVACY.
Each Entrant must provide certain personal information for Bartender Magazine and the Sponsor to process their Application to the contest. By submitting their Application, the Entrant consents to the use of their personal information by the Bartender Magazine and
the Sponsor and agrees to be bound by Bartender Magazine’s and the Sponsor’s privacy policies.

3. PRESENTER.
Bartender Magazine, located at P.O. Box 157, Spring Lake, NJ 07762, is the Presenter of the Contest.

4. SPONSOR.
Lucid Absinthe Supérieure, located at Hood River Distillers, Inc. 10220 SW Greenburg Road, 3 Lincoln, Suite 125, Portland, OR 97223, is the Sponsor of the Contest.

5. RESTRICTIONS ON ENTRY- REASONS FOR ENTRY BEING DISQUALIFIED.
Bios, recipes/names and images of mixologists with their cocktails that (i) include any content that Bartender Magazine or Sponsor suspects violates the rights of a third party, that Bartender Magazine and Sponsor in their sole discretion deem inappropriate or unfit for publication or is not truthful; (ii) promote a cause other than Contest theme; (iii) were submitted to another competition (iv) violate the Official Rules in any manner will be disqualified.

6. ADDITIONAL ENTRY RESTRICTIONS & REQUIREMENTS.
A. Prior to posting the bio, recipe/name or image of the mixologist with their cocktail on Facebook, Bartender Magazine and Sponsor will perform a preliminary, non-binding review of entries for compliance with these Official Rules. Entrant understands and agrees that the (i) the bio, recipe/name and image of the mixologist with their cocktail may differ from the materials submitted by them, and may not be viewable at all times, due to technological limitations/malfunctions/errors or other causes; and (ii) an Entrant’s bio, recipe/name, and image of themselves with their cocktail may be displayed on Facebook in any pattern, sequence or format, which may or may not be rotated or varied, in Bartender Magazine’s and Sponsor’s sole discretion.

B. Program entry must be original, not have been entered in any other drink recipe competition or violate the rights of other parties, including any intellectual property, trade secret or other proprietary right of any other parties. Program entry may not be offensive, defamatory, discriminatory, obscene, libelous, reflect poorly on the brands or be inappropriate for use in advertising or for promotional publicity purposes as determined by Bartender Magazine and Sponsor in their sole discretion. Program entry must be unpublished and must be the work solely of the Entrant.

C. All bios, recipes/names and images of mixologists with their cocktails posted on Facebook represent solely the views/opinions of Entrants, not Bartender Magazine or Sponsor. Bartender Magazine and Sponsor expressly disclaim any and all liability in conjunction with screening, monitoring or reviewing the content of the bios, recipes/names or images of mixologists with their cocktails.

D. By participating, Entrant understands and agrees that the statement and photos shall each be deemed a “Work Made For Hire” under the copyright laws of the United States, the bio, recipe/name and photograph of the mixologist with their cocktail being specially prepared by Entrant for Bartender Magazine and Sponsor. If either is deemed not to constitute a “Work Made For Hire,” Entrant agrees, in exchange for good and valuable consideration in the amount of $1, to transfer and assign any and all rights, title, and interest in and to the statement and/or photos to the Bartender Magazine and Sponsor, including but not limited to the copyright and renewal rights in the statement and/or photos, worldwide, and to execute all documents and
take all actions deemed necessary by the *Bartender* Magazine or Sponsor to effect, record or perfect such assignment. Entrant hereby waives in favor of *Bartender* Magazine or Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that Entrant may now or later have in and to their statement and photos.

7. DETERMINATION OF WINNERS.
A. Evaluation: Initial evaluation of all Entrants will be conducted by the marketing department of Hood River Distillers. The (12) Entrants who are deemed the Finalists will advance to the next round. The Judging of Finalists will be conducted by a qualified judging panel comprised of the *Bartender* Magazine and Lucid Absinthe staff and respected industry professionals. On or around 2/17/15, Finalists’ entries will be evaluated by *Bartender* Magazine’s judging panel at a private tasting in New York, NY. The cocktails will be reproduced based on the Finalists’ recipes and will be evaluated against a numeric scale (1-5) based on the cocktail’s: (i) taste, (ii) creativity, (iii) originality, (iv) presentation, (v) and on-premise practicality. Winners will be announced on February 20, 2015. In the event of a tie, the tied Entrant with the higher score in the taste category will be the winner. The judges’ decisions are final and binding.

8. PRIZES.
Grand Prize (Five Winners) – To each winner, *Bartender* Magazine will award a $100 cash prize, inclusion in a feature in the April issue of *Bartender* Magazine, a hand-crafted mixologist kit, inclusion of their recipe in the 2015 Lucid Cocktail Guide, and ten (10) copies of the Guide. Approximate Retail Value per winner: $1500.00

9. PRIZE CONDITIONS.
No prize substitution, except by *Bartender* Magazine in its sole discretion due to unavailability of prize (or any prize element) for any reason and only then for prize/prize element of equal or greater value. No prize transfer. All expenses related to acceptance or uses of prize which are not specified in these Official Rules as well as applicable taxes on prize are winner’s sole responsibility. Winners will be issued a 1099 Tax Form for the fair market value of the prize.

10. CONDITIONS OF PARTICIPATION.
A. Prize Winners (5 total) will be required to complete, execute and return an affidavit of eligibility, a liability release and a publicity release (where legal) within two (2) days of receipt of prize notification materials. A fax copy of documents shall have the same force and effect as the original, executed version of same. In the event of non-compliance with this requirement, or if prize notification for any prize is returned as undeliverable for any reason, such prize will be forfeited without compensation of any kind and an alternate winner selected from among all remaining eligible entries received. By participating, Entrant indemnifies, releases and agrees to hold harmless *Bartender* Magazine, Sponsor and Hood River Distillers, Inc., their respective parent companies, affiliates and subsidiaries, promotion marketing/advertising agencies (including Deussen Global) and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations (“Released Entities”) from any and all liability arising from participating in the contest and any contest-related activity and/or acceptance, receipt, possession or use/misuse of any prize.

11. RELEASES.
A. Entrant releases and agrees to hold harmless *Bartender* Magazine and Sponsor and its respective parent companies, subsidiaries, affiliates, divisions, and their agencies and the
directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above entities, as well as Facebook, Inc., from any and all liability associated with Entrant’s participation in the Contest or any Contest-related activity and receipt, acceptance, possession or use/misuse of prize.

B. By accepting prize, where legal, winners grant Bartender Magazine and Sponsor the right to use their name, image, photo, voice, likeness and biographical information as news or information and for advertising, trade and promotional purposes without additional compensation, and without further notice.

12. LIMITATIONS OF LIABILITY.
A. No responsibility is assumed by Bartender Magazine or Sponsor for lost, late, incomplete, irregular, damaged, garbled, corrupted, misdirected or illegible entries (including bio, recipe/name and photograph of the mixologist with their cocktail) or votes and all such entries/votes are void. Sponsor further assumes no responsibility for technological, programming, electronic or other malfunction, error or failure of any kind. Bartender Magazine’s or Sponsor’s failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision.

B. If, for any reason, the Contest (or any part thereof) is not capable of running as originally planned due to any reason beyond Bartender Magazine’s or Sponsor’s control, Bartender Magazine and Sponsor may terminate, modify or suspend the Contest and select prize winners in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Bartender Magazine and Sponsor will be posted on Facebook.

13. DISPUTE RESOLUTION/GOVERNING LAW.
All materials, documents, information and data submitted in connection with this program, including the program entry and submission, are the property of Bartender Magazine and Sponsor, will not be returned and cannot be acknowledged. By entering the program, Entrants represent and warrant that their entry is their sole, original work and that it does not infringe upon the rights of any other party, including but not limited to any intellectual property, trade secret or other proprietary rights of any other party. By submitting a Program Entry, Entrant further represents and warrants that any person(s) referenced has given his or her express written consent to the reference and use as contemplated by these Official Rules and that Entrant has obtained written permission for such use from any such person. Submission of an entry grants Bartender Magazine and Sponsor the right to use, publish, adapt, edit and/or modify applications/entry in any way, in whole or in part, and to use such program entry, and any ideas or concepts contained therein, in commerce and in any and all media now known or hereafter discovered, worldwide, without limitation or compensation to the Entrant and without right of notice, worldwide, without limitation or compensation to the Entrant and without right of notice, review or approval of any such use of the program entry.

14. USAGE LICENSE.
Entrants hereby agree that upon submission of their cocktail recipe and cocktail image, Bartender Magazine and Sponsor have an unlimited license to reproduce the recipe/name and cocktail image and create any derivative works of it in perpetuity, and that Bartender Magazine and Sponsor shall have the right to publish in any media whatsoever the recipe/name (including any reproduction or derivative work) and use it in perpetuity, along with the Entrant's name, voice, picture and likeness for any lawful purpose, including advertising and promotional purposes, in any medium throughout the world without further compensation.
15. INDEMNIFICATION.
Entrants hereby agree to indemnify and hold the *Bartender* Magazine and Lucid Absinthe Supérieure harmless from and against any third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including attorney fees and court costs, arising out of any breach or alleged breach of any of the warranties and representations set forth above.

16. WINNERS’ LIST.
For the names of winners (first name, last initial), send a self-addressed, stamped envelope to: “Lucid Mixology Contest”, c/o Deussen Global 37 West 37th Street, New York, NY 10018. Requests must be received by February 20, 2015, and winners list will be available after February 20, 2015. This Contest may not be published elsewhere without the written permission of *Bartender* Magazine or Sponsor, which may be granted or withheld in its sole discretion. Presenter: The *Bartender* Magazine, P.O. Box 157, Spring Lake, NJ 07762. Sponsor: Lucid Absinthe Supérieure, Hood River Distillers, Inc. 10220 SW Greenburg Road, 3 Lincoln, Suite 125, Portland, OR 97223.

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