

POWER OF THE PALATE

COMPETITION DETAILS

POWER OF THE PALATE: VIRTUAL COCKTAIL COMPETITION

MAY 2021-OCTOBER 2021

Power of the Palate, is the official Black Restaurant Week cocktail competition. It is a spirits and mixed drink themed competition featuring the top black craft bartenders around the nation.

This year Black Restaurant Week is hosting a national virtual cocktail competition to find out which city has the best bartender in the nation.

The Power of the Palate competition is organized into four rounds:

ROUND 1: RECIPE SUBMISSION (May 13 - June 7, 2021) Participants will submit their cocktail recipe and a video of them performing a demonstration of their cocktail via Black Restaurant Week website. The cocktail recipe must use Maker's Mark as the base spirit. The committee consisting of Black Restaurant Week and Makers Mark will review submissions and select the four (4) most innovative recipes to compete in the city qualifiers round.

ROUND 2: CITY QUALIFIERS (June 2021) The top four (4) recipe submissions per city will participate in a interview on Zoom to make their drink live for our judges. The judges will select the best tasting cocktail to represent that city in the national bracket competition.

ROUND 3: NATIONAL BRACKET COMPETITION (August 2021 - September 2021) The selected 16 bartenders will compete live virtually in a bracket style competition. Each round the virtual audience and special judges will select their favorite recipe and live cocktail demonstration.

During the national bracket competition rounds, bartenders will be challenged to create cocktails with different ingredients. Bartenders will be judged on drink presentation, understanding flavor profiles, and overall personality.

ROUND 4: FINAL COMPETITION (October 2021) The top 2 bartenders selected by the audience from the National Bracket competition round will compete live virtually for the final round in front of our judges panel of special guests and beverage industry leaders.

COMPETITION INFORMATION

ELIGIBILITY REQUIREMENTS

BARTENDERS WILL BE JUDGED ON:

- Name & Inspiration: What as the inspiration behind the cocktail and name?
- Creativity: How innovative was the bartender in using the Maker's Mark spirit.
- Palate: How tasty is the cocktail? How well do the flavor profiles come through?
- Drink Presentation: How beautiful is the final drink presentation?
- Style and Personality: How is the bartender's presence and overall personality?

GRAND PRIZE INFORMATION

Final prizes awarded during the Power of the Palate Cocktail Competition will be presented from Black Restaurant Week, LLC.

- The top runner up will receive a cash prize from Black Restaurant Week, LLC of \$2,500.
- The Grand Prize winner will receive a cash prize from Black Restaurant Week, LLC of \$5,000.

COMPETITION RULES

ELIGIBILITY REQUIREMENTS

- This Competition is open to ANY bartender currently working in the bar, restaurant or spirits industry.
- Contestants must be legal residents of the fifty (50) United States or the District of Columbia
- Contestants must reside in the greater metropolitan area (within 30 miles) of one of the following 16 cities - Atlanta, Baltimore, Bay Area, Cincinnati (Open to Indianapolis and Louisville), Chicago, Dallas, Detroit, Houston, Los Angeles, New Orleans, New York, Philadelphia, St. Louis, Washington DC
- Contestants must be at least twenty-one (21) years old as of the date of entry
- Exclusions: Individuals who are full- or part-time employees of Maker's Mark, Beam Suntory, or any ambassadors or representatives of competing spirit brands at the time of entry, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.

RECIPE REQUIREMENTS

- Recipe must be a whiskey-based and include Maker's Mark classic or Maker's 46 as the primary spirit ingredient.
- Cocktails should not contain another competitor whiskey brand.
- Recipes shall be expressed in fluid ounces, drops, or dashes and scaled for a single serving.
- Drinks/Recipes must not include more than five (5) ingredients - (NOT including base spirit or garnish) Any garnish or spritz that is not already listed as an ingredient and which changes the taste or aromatic profile of the cocktail - for example, aromatic herbs, zests, spices, bitters, or liqueurs - will be considered an additional ingredient
- Recipe must include a full recipe and methodology of preparation of any home-made mixers, shrubs, syrups, and garnish if there is one. Recipe components shouldn't take more than 24 hours to prepare.
- Ingredients that contain tobacco, any type of drug or psychotropic ingredient (including CBD oil) are prohibited.
- The cocktail cannot contain more than three (3) alcohol-based beverage ingredients.
- The total alcohol content of Maker's Mark in the recipe must not exceed 2 oz.
- The cocktail must be no more than 11 oz. and no less than 3 oz.
- Preparation and mixing instructions must be included with your recipe. The preparation instructions cannot involve the use of any flames or fire.
- You should specify the glassware to be used for serving. For example, highball, old fashioned, Collins, martini cocktail glass, margarita, pilsner, punch cup, wine glass or champagne flute, etc.
- Recipe names can't have any profane language or violate anyone else's rights.

- Recipe names can't be targeted to people under twenty-one (21) years old or feature anyone's name who is under twenty-five (25) years old.
- Recipe names can't encourage, condone, promote, or glamorize under-age, excessive, or irresponsible consumption of alcohol products, drunk driving, or any behavior considered to be anti-social, illegal, or immoral or suggest that the consumption of beverage alcohol will lead to social or sexual success
- Recipe names may not include any copyrighted or trademarked material or any retailer's name.
- The name must comply with the Code of Responsible Practices for Beverage Alcohol Advertising and Marketing of the Distilled Spirits Council of the United States, Inc.

ENTRY REQUIREMENTS

- Entry must be submitted to the Black Restaurant Week website by **Monday, June 7, 2021** by 11:59 PM (CST). Committee will review and select the top 4-6 recipes to compete at city qualifiers event.
- Submit a photo of your cocktail with the recipe.
- Post a cocktail demonstration on social media of the recipe and submit link for viewing.
- Submission must include a high resolution headshot of the bartender. Please do not submit a selfie photo.

TERMS & CONDITIONS

GENERAL CONDITIONS

By participating in this Competition, you indicate your unconditional agreement to these Official Rules and Black Restaurant Week, LLC's decision regarding the Competition, which are final and binding. Moreover, by participating, you represent that you are complying with any policies your employer may have regarding participation in competitions of this nature. You cannot win a prize unless you comply with all requirements set forth herein. Black Restaurant Week, LLC reserves the right to change these Official Rules at any time, without prior notice. Any changes will be posted on the Website.

RIGHTS TO ENTRIES

By entering, you irrevocably: (a) grant Black Restaurant Week, LLC, Maker's Mark, Beam Suntory, and each of their agents, licensees, and assigns (collectively, the "Rights Holders") the unconditional and non-exclusive right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude the Rights Holders' use of your Entry, as outlined above, or require any further permission for the Rights Holders to use the Entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Rights Holders on the grounds that any use of the Entry, or any derivative works, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, and moral rights.

PUBLICITY

Except where prohibited, by participating in the Competition, you agree that the Rights Holders and any media participating in virtual events related to the Competition may use your name, likeness, voice, opinions, photographs, your video submission, event related audio-visual footage, recipe, biographical information, state of residence, and/or any other record of your participation in the Competition for promotional purposes in any press releases, advertisements, television, radio, film, documentary, internet, social media, or in any other

publication or media without further payment or consideration and to license the right to use such intellectual property to others. You may be required to sign additional releases regarding publicity.

PRIZE DETAILS

Contestant is responsible for paying any taxes, including income taxes and any and all other costs and expenses not listed in the Official Rules. You may be required to provide a Social Security Number for tax reporting purposes. Any prize details not specified above will be determined by Black Restaurant Week, LLC, in its sole discretion. The actual value of the trips will vary depending on various factors, including the date of booking, the point of departure, and dates of travel.

A prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Black Restaurant Week, LLC reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason, as determined by Black Restaurant Week, LLC, in its sole discretion. If the Competition is canceled, no prizes may be awarded.

GENERAL CONDITIONS

In the event that the operation, security, or administration of the Competition is impaired in any way, Black Restaurant Week, LLC may, in its sole discretion, either: (a) cancel or suspend the Competition to address the impairment and then resume the Competition; or (b) award the prizes according to the criteria set forth above from among the eligible entries received up to the time of the impairment.

Black Restaurant Week, LLC reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Competition, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner.

Black Restaurant Week, LLC's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Proof of sending any communication to Black Restaurant Week, LLC by mail shall not be deemed proof of receipt of that communication by Black Restaurant Week, LLC. The Competition is subject to federal, state, and local laws and regulations and is void where prohibited.

You agree that, while participating in the contest and in your private life, you will not commit an offense involving moral turpitude or engage in activities that may create public scandal, disrepute, widespread contempt, public ridicule, to harass, embarrass, offend, insult or denigrate individuals or groups, or damage the person or property of others, that you will treat all other contestants and Judges and related competition personnel with respect and that you will drink responsibly.

RELEASE AND LIMITATIONS OF LIABILITY

By participating in the Competition, you hereby release and hold harmless Black Restaurant Week, LLC, Maker's Mark, Beam Suntory, and each of their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Competition or receipt or use of any prize, including, but not limited to:

- Unauthorized human intervention in the Competition
- Technical errors
- Printing errors
- Lost, late, postage-due, misdirected, or undeliverable mail
- Errors in the administration of the Competition or the processing of Entries

- Injury or damage to yourself and your property and/or
- Injury or damage you cause to other persons or property.

You further agree to defend, indemnify, release, and hold the Released Parties harmless from any claims related to your participation including damage to other persons and property and from any claims that their use of your Entry (as contemplated in these Rules) violates or infringes upon the rights of any third party. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

DISPUTES

Except where prohibited, all disputes arising out of or related to these Official Rules, the Competition or any other matter shall be resolved through binding arbitration filed and heard in Houston, Texas pursuant to American Arbitration Association Rules using a single arbitrator. Each contestant waives any rights to challenge this forum and venue or the application of Texas law. Should this arbitration agreement be held non-enforceable or in order to enforce an arbitration award, each contestant irrevocably submits and consents to the jurisdiction and venue of the courts located in Houston, Texas and waives and objection that such forum is inconvenient.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, your rights and obligations, or the rights and obligations of Black Restaurant Week, LLC, in connection with the Competition, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Texas.

Each contestant agrees that any claim or dispute related to the Competition shall be conducted only on an individual basis and not in a class, collective or representative action or as a named or unnamed member in a class, collective, consolidated or private attorney general action.

SPONSOR

The Competition is managed by Black Restaurant Week, LLC, 5201 Mitchelldale St., Houston Tx 77092.