

#HennessyMyWay

TERMS & CONDITIONS

By entering, you agree to The Terms and Conditions of Entry below.

Terms and Conditions

Must be 21 years of age or older to enter or win. No purchase is necessary to participate in the Contest. The Contest is void where prohibited or restricted by law. NO ENTRY FEE, PAYMENT, OR PROOF OF PURCHASE IS NECESSARY TO ENTER OR WIN.

Eligibility: The Contest is open only to individuals who (a) are at least twenty-one (21) years old and who are legally employed bar professionals. Employees of Sponsor, Hennessy, of Moët-Hennessy, or any of other alcohol beverage company, as well as the immediate family (*spouse, parents, siblings, and children*) and household members of those employees, are not eligible to enter. In the event that the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest or to disqualify participants residing in the affected geographic areas. In such event, Sponsor shall have no liability to any entrants who are disqualified due to such an action. (b) contestant must be chosen by local Moët-Hennessy representative, all contestants will be contacted directly from Moët-Hennessy.

- 1. Agreement to Terms and Conditions:** By participating in this Contest, you indicate your unconditional agreement to the Official Rules, these Terms and Conditions, the Program Requirements, and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements set forth herein. Sponsor reserves the right to change these Terms and Conditions or the Program Requirements at any time, without prior notice. Any changes will be posted on [\[LINK\]](#). Moreover, by participating, you represent that you are complying with any policies your employer may have regarding participation in contests of this nature.
- 2. Rights to Entries:** By entering, you: (a) irrevocably grant Sponsor, Hennessy, Moët-Hennessy and each of their agents, licensees, and assigns (*collectively, the "Rights Holders"*) the unconditional and perpetual (*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 (*with or without using your name*) 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) forever 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, 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.

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- 3. Publicity:** Except where prohibited, by participating in the Contest, you agree that the Rights Holders and any media that are exposed to your cocktail entry and/or attending events related to the Contest may use your name, likeness, voice, opinions, photographs, audio-visual footage, recipe, biographical information, state of residence, and/or any other record of your participation in the contest for promotional purposes in any press releases, advertisements, television, radio, film, documentary, internet, or in any other publication or media without acknowledgement, further payment or consideration.
- 4. General Conditions:** In the event that the operation, security, or administration of the contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; 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. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Terms and Conditions, or acts in a disruptive or unsportsmanlike manner. Sponsor'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 Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.
- 5. Release and Limitations of Liability:** By participating in the Contest, you agree to release and hold harmless Hennessy and Moët-Hennessy, 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 Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of Entries; or (f) injury or damage to persons or property. You further agree to indemnify, release, and hold the Released Parties harmless 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.
- 6. Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court. 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 Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of region, without giving effect to any choice of law or conflict of law rules (*under any jurisdiction*), which would cause the application of the laws of any jurisdiction.