

## **COMPLETE RULES FOR THE 'SHAKE YOUR TALENT' CASTING**

### **ORGANISER**

The organiser, **Illva Saronno Holding S.p.A.** with registered office in Via Archimede 243 - 21047 Saronno (VA) - VAT n° 01543660128, tax code 01075640688 (hereinafter the "Organiser"), intends to organise a casting called SHAKE YOUR TALENT (hereinafter the "Casting").

### **PURPOSE OF CASTING**

The Organiser is promoting this Casting with the aim of selecting a number of candidates (hereinafter also referred to as "Candidates"), more specifically six, who will perform at three international events to showcase their talent and originality in the invention and presentation of cocktails.

### **CANDIDATES - PREREQUISITES FOR PARTICIPATION**

To be admitted to the Casting, Candidates must necessarily meet all of the following requirements:

1. They must be of legal age;
2. They must be available for participation in scheduled international events in case of selection
3. They must not be amongst the Organiser's employees
4. They must be Professional **Bartenders**
5. Their name or bar must not be in the top fifty positions of the list of the winners of North America's, Asia's and World's 50 Best Bars 2022.

### **ADVERTISING**

The Casting, how it will be carried out, how to take part, and these regulations, will be announced on the Disaronno and Tia Maria website, on the Disaronno and Tia Maria product pages on the 50 Best Bars website, and by means of posts on the social networks for **Illva Saronno Holding S.p.A.**

### **DURATION:**

In total, Candidate applications are accepted from 18 February 2023 to 23 September 2023.

More specifically, there are three different periods within which to apply and take part in the respective selection of two Candidates for each event, who will perform in the relevant events, as per the table below:

<b>SELECTIONS</b>	<b>CANDIDATE APPLICATIONS</b>	<b>EVENT PARTICIPATION</b>	<b>N° SELECTED</b>
1 <sup>st</sup> selection by 15/04/2023	From all Candidate applications received between 18/02/2023 and 07/04/23	Participation in North America's 50 Best Bars - dates and location to be decided	2
2 <sup>nd</sup> selection by 25/06/23	From all Candidate applications received between 15/05/23 and 18/06/23	Participation in Asia's 50 Best Bars ad - dates and location to be decided	2
3 <sup>rd</sup> selection by 01/10/23	From all Candidate applications received between 15/08/23 and 23/09/23	Participation in The World's 50 Best Bars - dates and location to be decided	2

## HOW TO APPLY

More specifically, from 18/02/23 the Organiser will post more content dedicated to the “Shake Your Talent” casting on its Facebook and Instagram pages.

To promote this activity on social media, the three designated “talent hunter” influencers will create and publish content regarding the casting and methods of participation.

In order to apply, recipient Candidates must send, according to the timescale shown above, a photo of their drink accompanied by the recipe in text format directly to the Instagram account @themixingstar in the form of a Direct Message and then post the image on their Instagram profile, tagging it @themixingstar and with the respective Talent Hunter.

The published image must have the following characteristics:

- a) The uploaded photo must show a cocktail, made by the bartender sharing the image, containing one of the following products: Disaronno Originale, Disaronno Velvet or Tia Maria Cold Brew;
- b) The photo uploaded must be original, the result of the creativity of the bartender who will have to display his or her artistic expression and talent through his or her cocktail idea;
- c) The photo must necessarily show the cocktail in the foreground and the respective bottle of product used (failure to comply with this condition will lead to exclusion from the casting). Also admissible in the photo is the bartender who made the cocktail.
- d) In the text of the comment to the post, the user must include the tag of one or more “Talent Hunter” influencers, who in the tease phase will have published content regarding the casting, and the tag of the page @themixingstar

The Bartender, depending on the day on which he/she sent his/her Candidate application in accordance with the above-mentioned procedures, will take part in the respective selection for that period.

Candidate applications can only be submitted from 18/02/2023 until 23/09/2023 in the respective periods defined.

Participation is free of charge except for the normal connection fee, which is simply the tariff charged by the participant’s service provider without any surcharge.

Candidate applications will be assessed by the Organiser who will verify, at its sole discretion, their suitability and congruence with the spirit of the Casting. Candidate applications that are not compliant with the Casting, that are ambiguous or unclear, that are impossible to assess, or that lack the content required for participation (or whose content is incomplete/damaged) will be rejected by the Organiser.

### **Please note that:**

- Candidate applications that meet the above requirements, with particular attention to the correct insertion of the phrase as specified in point b) above, will be taken into consideration;
- Candidate applications for which the phrase as specified in point b) is incorrectly entered will be excluded from the Casting;
- It is mandatory that photos be shared as direct message, accompanied by the cocktail recipe in text format, with the Organiser on their Instagram page; other means of participation will not be accepted;
- Photos must comply with the technical characteristics of the social network used;

- The Organiser reserves the right to exclude photos that infringe the copyrights of third parties, or that do not comply with the proposed subject matter, or that contain content that is defamatory, offensive, pornographic or sexual in nature, discriminatory in any way (including specifically discrimination based on race, gender, sexual orientation, religion and/or political beliefs of individuals or groups) or that promote violence or injury against any living being, or any other content that is offensive, obscene or inappropriate. Photos containing threats or other content intended to intimidate, harass or abuse a person's private life, or that constitute a violation of applicable laws or with content that encourages unlawful behaviour, will also be excluded;
- Candidate applications must be original and no photomontages or photographic manipulations will be allowed;
- The photo must not contain the image of recognisable minors;
- The photo must contain the image of the cocktail and the bottle of the product used to make it. The picture of the bartender who made it is also admissible;
- By submitting a photo, Candidates relinquish any right to it (this right will be attributed to the Organiser) and they will not be able to make any financial claims regarding the photo's possible future use. Content must be copyright-free and will not be returned.
- By sending the photo, the Candidate declares that he/she is the exclusive and legitimate owner of all copyright and usage rights, including economic benefits, of the photo. The Candidate also declares that he/she is responsible for the content of the photo, indemnifying and holding Illva Saronno Holding S.p.A and the companies involved in this initiative harmless from any claims and/or actions by third parties, and the Candidate will be obliged to indemnify Illva Saronno Holding S.p.A against any prejudicial consequences, including any legal expenses, comprising out-of-court costs, that may be incurred as a result of violation of the above. The Candidate declares that he/she is responsible for ascertaining that the photo's creation does not give rise to any type of legal dispute and is not detrimental to the rights of others. Any non-compliance will be sanctioned with exclusion from the initiative in addition to the request of damages if applicable.
- By submitting the photo, Candidates declare:
  - that they are aware of, and accept, the fact that the images contained in the photo submitted for the purposes of participation in the Casting will be used and published and that the aforementioned photographic contributions will therefore be indiscriminately accessible to the public;
  - that they indemnify Instagram from any liability;
- By submitting the photo, the Candidate authorises the Organiser to publish it on its website and to make it available to the public even after the end of this Casting;
- The connection fee is identical to the rate charged by the participant's service provider without any surcharge;
- The same natural person (whose identity can be verified from the copy of the identity document or the data supplied during validation of the successful outcome of the competition) cannot be selected more than once, even if they are selected with different social accounts. The selection will be confirmed only after the appropriate checks have been performed on the documentation sent, and only the first application, in chronological order, will be accepted. The remaining applications selected referring to this individual will be automatically cancelled;
- **A single account can be selected just once during the selections for the three separate participation periods.**

## CHOICE OF CANDIDATES

All Candidate applications meeting the above-mentioned requirements will be assessed by a Technical Jury, which will select the Candidates in compliance with the dates shown in the table and elsewhere in this document.

It should be noted that in the case of being selected and taking part in the event, the selected bartender will be required to perform without pay during the event in which he/she will participate in order to replicate the cocktails identified by the Organiser; failure to perform will entail the need to reimburse travel and accommodation expenses and cause the exclusion from subsequent selections.

It should be noted that the above-mentioned service includes:

- preparation of the drink whose originality led to the selection of the bartender and/or other preparations requested by the Organiser;
- serving said preparations in a manner agreed upon when accepting participation in this activity.

The Candidates will be assessed by a high-level Jury consisting of the Organiser's technicians and will have an odd number of participants. The Organiser reserves the right to identify a number of reserve Candidates to be used to complete the Casting according to the numbers of individuals listed below or to choose fewer Candidates should the applications received not comply with the proposed theme.

Selections will be made as follows:

- **1<sup>st</sup> selection by 15/04/2023 from all the Candidate applications compliant with the regulations, received between 18/02/23 and 07/04/23:** two bartenders will be selected who will each be awarded participation in North America's 50 Best Bars and the chance to replicate their drink on that occasion. Another five reserve Candidates will also be selected.
- **2<sup>nd</sup> selection by 25/06/2023 from all the Candidate applications compliant with the regulations, received between 09/04/23 and 18/06/23:** two bartenders will be selected from the list, each of whom will be awarded participation in Asia's 50 Best Bars and the chance to replicate their drink on that occasion. Another five reserve Candidates will also be selected.
- **3<sup>rd</sup> selection by 01/10/2023 from all the Candidate applications compliant with the regulations, received between 26/06/23 and 23/09/23:** two bartenders will be selected from the list, each of whom will be awarded participation in The World's 50 Best Bars and the chance to replicate their drink on that occasion. Another five reserve Candidates will also be selected.

A total of six bartenders will therefore be selected, along with fifteen reserve Candidates to be considered in the event of the unavailability of the first-ranked pair.

## SELECTION CRITERIA

The Jury will assess:

- originality in cocktail creation
- the bartender's creativity and talent
- the bartender's skill in replicating drinks in a context such as the 50 Best Bars events.

A score from 1 to 10 will be assigned.

The selection will take place exclusively online.

Once again, the Jury will make its selection at its sole discretion. **The Jury will examine all the Candidate applications and will express an assessment of merit for each of them. However, should none of them, or less than seven (two selected + five reserves), be worthy of selection, the Jury reserves the right not to complete the casting or to select a smaller number of reserve Candidates.**

## **COMMUNICATION AND ACCEPTANCE**

Each selected Candidate will be contacted by means of messages on social media with a private message from The Mixing Star profile within 4 days of the selection. The Candidate will have to answer and, within two days of having been contacted, provide their e-mail address in order to receive formal communication and will have to confirm his or her acceptance, as described below.

After the deadline has elapsed without receiving a reply, the first available reserve will be contacted in the same manner as for the selected Candidate.

**In the event of selection**, in order to be eligible for participation, the bartender who has received the official notification of selection by e-mail at the address he/she has provided must, no later than two days after receiving it, send formal acceptance to the address provided in the official notification, attaching:

- a copy, front and back, of the Candidate's passport and/or VISA, which must not have reached expiry;
  - name, surname, telephone number and address of residence/domicile
- ensuring that the name of the Casting is shown on the subject line.

**Important: Receipt of the aforementioned documentation is a mandatory condition for the validation of the selection, since without it, participation cannot be confirmed.** The Company also reserves the right to perform the necessary checks to ascertain the validity of participation and the accuracy of the data provided by the participant.

The participant is solely responsible for the management of his or her Facebook/Instagram account and e-mail inbox, with reference specifically to:

- receipt of the message on the social media platform providing notification of success, and of the official communication by e-mail;
- the adoption of security measures to prevent other parties not authorised by the participant from accessing his or her accounts.

The Organising Company and third parties whose services that it commissions cannot accept any liability in the event that one of the following conditions should occur:

- Messages sent (both via social media message platforms and e-mail) end up in spam/junk mail;
- The user's Facebook/Instagram account has been closed or is otherwise inaccessible;
- The mailbox of a selected Candidate is full or disabled or blacklisted;
- The e-mail indicated by the selected Candidate when validating the successful application is non-existent, incorrect or incomplete;
- There is no response from the host computer after the official selection notification e-mail has been sent;
- Incorrect and/or false personal data.

## **PARTICIPATION IN THE EVENT**

The six Candidates who have completed the acceptance procedure, according to the date on which they were selected, will attend the following events:

- Participation in North America's 50 Best Bars event - dates and location to be defined
- Participation in Asia's 50 Best Bars event - dates and location to be defined
- Participation in The World's 50 Best Bars event - dates and location to be defined

Further details will be announced in due course when they have been finalised.

For participation in these events, the selected Candidates will be responsible for the meals and ancillary costs necessary for participation in the events (for example, VISA, Passport, travel expenses from the candidate's home address to the airport of departure and vice-versa, etc.), while the Organising Company is responsible for the flight and the two nights of hotel accommodation at the event location.

Please note that:

- In the event of selection and participation in the event, the selected bartender will be asked to perform without pay during the evening of the event:
  - preparing the drink that led to the bartender's selection and/or other preparations requested by the Organiser;
  - serving the drinks in such a way agreed during the phase of acceptance of participation in this operation.

Failure to comply with these points will necessitate reimbursement of travel and accommodation expenses, and will lead to exclusion from subsequent selections.

- In the event that participation in the events is no longer possible for reasons beyond the Organiser's control, no alternative payment will be made.

## **MISCELLANEOUS**

The Organiser reserves the right to verify participation requirements.

Should the Organiser find that these requirements have not been met, it will exclude the respective Candidate (at the application and selection stage), and finalist (once the selection has been made) from the operation.

The Organiser reserves the right to alter, in full or in part, and at any time, the terms and conditions for participation in the operation, providing adequate notice, while not introducing any detrimental changes, and safeguarding the rights already acquired by participants.

The Organiser accepts no liability for entries and/or messages and/or mails lost or damaged at receipt during online transmission, received after the deadline or with incorrect data.

The Organiser likewise accepts no responsibility for any problem related to access, impediment, malfunction or difficulty concerning technical equipment such as computers, telephone line, cables, electronics, software and hardware, transmission and connection, Internet connection that may prevent a user from participating in the operation.

Selected Candidates cannot charge a fee for the use of the content by the Organiser. By applying for this operation, the Candidate implicitly accepts this document of terms and conditions of transparency in its entirety and without reservation.

This Casting is in no way sponsored, endorsed or administered by, or associated with, Instagram. The Candidate will provide any data requested to the Organiser and not to Instagram.

By submitting their application, Candidates declare that they are of legal age and that they are aware that their Instagram username, the only data they voluntarily provide, will be used only for the necessary communication in the event of success in the Casting. In this eventuality, the Candidate will be asked for some additional data (by way of indication, name, surname, postal address and e-mail) which will be processed, in accordance with the provisions of Legislative Decree 196/2003, exclusively for the purpose of participating in the event and booking the relative services.

### **PROCESSING OF PERSONAL DATA**

The data collected will be used, providing the data subjects with the following information on the processing of personal data

Information on the processing of personal data

Pursuant to Articles 13 and 14 of EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing and unrestricted circulation of personal data (hereinafter referred to as the "Privacy Regulation"), we hereby provide you with the following information regarding the processing of your personal data in connection with your access to and participation in the "Shake your talent" operation on The Mixing Star's Facebook and Instagram page.

#### 1. Data Controller

The Data Controller of your personal data is Illva Saronno Holding S.p.A.

#### 2. Data Protection Officer

For all questions concerning the processing of personal data and exercising your rights, you can contact the Data Protection Officer (DPO) at Illva Saronno Holding S.p.A.

#### 3. Purpose and legal basis of processing

Illva Saronno Holding S.p.A. will publish one or more posts dedicated to the "Shake Your Talent" Casting on its Facebook and Instagram page for "The Mixing Star".

The personal data you freely provide will be processed for the following purposes:

- for implementing all the activities related to participation in the "Shake Your Talent" operation, from the dispatch of photographic/video material to the verification of the requirements necessary for participation in the casting.

#### 4.. Categories of personal data

The data collected and processed to fulfil the purposes described in paragraph 3 are: forename and surname, text of the post/comment, media file attachment posted by the user.

#### 5. Recipients of personal data

The personal data provided will be communicated to recipients who will process the data in their capacity as data processors (Article 28 of EU Regulation 2016/679) and/or as natural persons acting with the authorisation of the respective parties and the Data Controller (Article 29 of EU Regulation 2016/679), for the purposes listed in point 3 above. Your data will not be published.

#### 6. Transfer of data to third-party countries

Your personal data will not be transferred to third parties

#### 7. Period of retention of personal data

Your data will be stored in complete form for as long as is necessary to achieve the purposes set out in point 3. After the above-mentioned periods have elapsed, the data will be deleted and/or made anonymous in such a way that it is not possible, even indirectly or by linking it to other databases, to identify the persons concerned.

#### 8. Methods of processing

The data that you provide will be processed by manual, computerised and/or telematic means to manage and guarantee your participation in the Casting.

##### 1. Rights of the data subject

You have the right to ask the Data Controller responsible for processing your personal data:

- confirmation as to whether or not your personal data is being processed and, if so, to obtain access to said data (right of access);
- the rectification of inaccurate personal data or completion of incomplete personal data (right of rectification);
- erasure of the data if one of the reasons provided by the Privacy Regulation (right to be forgotten) exists;
- the restriction of processing when one of the cases provided by the Privacy Regulation (right of limitation) exists;
- to object at any time to processing performed in pursuit of the Data Controller's legitimate interests (right to object);
- to revoke any consent to the processing of your data, at any time, without prejudice to the lawfulness of the processing based on consent given prior to revocation.

To exercise your rights, you can contact Illva Saronno Holding S.p.A. by sending a message to the e-mail address of the Data Protection Officer or by writing to Illva Saronno Holding S.p.A., Via Archimede 243, 21047 Saronno VA.

Without prejudice to any other administrative or judicial remedy, you have the right to lodge a complaint with a Supervisory Authority if you consider that processing concerning yourself violates the EU Privacy Regulation.

#### 9. Automated decision-making processes

Your data will not be subject to decisions based solely on automated processing, including profiling, which produce legal effects concerning or significantly affecting you.