

General Terms of the Contest

1. **Eligibility:** This contest is open to anyone aged 21 years or older at the time of entry. Employees or Team Members of Wind Creek Hospitality and their immediate family are eligible to enter the contest. The contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, the contestant agrees to be fully unconditionally bound by these rules and represents and warrants that the contestant meets the eligibility requirements. In addition, the contestant agrees to accept the decisions of Wind Creek Hospitality as final and binding as it relates to the content of this contest.

3. **Contest Period:** Teams will be able to set up as early as 7:00 am on November 2, 2024 (see Official Rules below for additional information on cook times). Official Judging will begin November 2, 2024 at 10:30 am CST with People's Choice Judging beginning at 11:00 am. Judging will end at 3:00 pm CST on November 2, 2024. The entry fee is \$100 and entries will be accepted online at www.Windcreek.com/Montgomery/Wing-wars from September 1, 2024, until October 15, 2024. Only entries received during that time will be accepted. There will be no refund of entry fees for any reason, except for the cancelation of the event by Wind Creek Hospitality.

4. **Contest Description:** Teams will compete to prepare chicken wings that will be judged in five categories: (1) original; (2) creative spicy; (3) creative sweet; (4) exotic/unique; and (5) People's Choice. The contestant must fulfill all contest requirements, as specified, to be eligible to win the prize. A "wing" is defined as any piece of the wing: drumette, flat or a full wing.

7. **Disqualification:** If a contestant is found to be in violation of any of the general terms or official rules, including unsportsmanlike conduct, he or she will be immediately disqualified from the competition.

8. **Winner Selection and Notification:** Timing for the announcement of winners will be dependent on the number of contestants. Winners will be selected and announced on Saturday, November 2, 2024 at 4pm.

9. **Prizes:** The Winner in each category will receive a Championship Wings War Belt, cash prize and more. The specifics of the prize shall be solely determined by Wind Creek Hospitality. No cash or other prize substitution shall be permitted except at Wind Creek Hospitality's discretion.

10. **Rights Granted by You:** By entering this content, you understand and agree that Wind Creek Hospitality, anyone acting on behalf of Wind Creek Hospitality, and Wind Creek Hospitality licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

11. **Terms & Conditions:** Wind Creek Hospitality reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the contest should a virus, bug, non-authorized human intervention, fraud, dangerous or severe weather or other cause beyond Wind Creek Hospitality control corrupt or affect the administration, security, fairness, or proper conduct of the contest. Wind Creek Hospitality reserves the

right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions.

12. Limitation of Liability: By entering, you agree to release and hold harmless Wind Creek Hospitality it's subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the promotion; (v) electronic or human error in the administration of the promotion or the processing of entries.

13. Disputes: Contest decisions are made at the discretion of Wind Creek Hospitality and all decisions are final and binding in all respects. In the event a dispute arises concerning the contest rules and manner in which the contest is carried out, the laws of the United States and the Poarch Band of Creek Indians apply, without respect to conflict of law doctrines. As a condition of participating in this contest, the participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resorting to any form of class action, exclusively before the Tribal Court for the Poarch Band of Creek Indians. Further, in any such dispute, under no circumstances shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than the participant's actual out-of-pocket expenses (i.e. costs associated with entering this contest). Participant further waives all rights to have damages multiplied or increased.

14. Health and Safety: Contestants are responsible for their own health and well-being during the contest. Wind Creek Hospitality is not responsible for any injuries or health issues that may arise during the contest. Contestants should ensure they are in good health and physically capable of participating in the contest. If a contestant feels unwell at any point during the contest, they should notify a member of the Wind Creek Hospitality staff immediately and may need to withdraw from the contest. Wind Creek Hospitality is not responsible for any forfeiture of the contest due to a contestant becoming sick or unable to continue. During the duration of the contest, a Wind Creek and/or Tribal Fire EMT will be on hand for any issues that may arise pertaining to injuries and/or health of a contestant.

15 Fair Play: Contestants are expected to play fairly and respect other contestants. Harassment, intimidation, or any form of unsportsmanlike conduct will not be tolerated and will result in immediate disqualification.

16. Interferences: Contestants are not allowed to interfere with other contestants in any way. Any attempts to distract or hinder other contestants will result in immediate disqualification.

17. Responsibility of Personal Belongings: Contestants are responsible for their own personal belongings. Wind Creek Hospitality will not be held responsible for any lost, stolen, or damaged items.

18. Modification of Rules: Wind Creek Hospitality reserves the right to modify these rules at any time, without prior notice. Any modifications will be effective immediately upon posting. Contestants are encouraged to check the rules regularly to stay informed of any changes.

By participating, contestants agree to be bound by these official rules and all decisions of Wind Creek Hospitality which are final and binding in all respects.

Official Rules

1. **Teams**: Each team shall consist of a chief cook and as many assistants as the chief cook deems necessary. A team shall not compete in more than one Wind Creek Montgomery sanctioned contest under the same team name, on the same date. Chief cooks and/or assistant cooks may only cook for their designated team at the contest they are attending.
2. **Cooking Space**: Each team will be assigned a 60'x40' space to utilize during the contest. Pits, cookers, props, trailers, motorhomes, vehicles, tents or any other equipment (including generators) shall not exceed the boundaries of the team's assigned space. All seasoning and cooking of product shall be done within the assigned space. Teams shall not share an assigned cooking space or cooking devices.
3. **Cooking Equipment**: Contestants shall provide all needed equipment, supplies and sources of electricity (i.e., generators). Contestants must adhere to all applicable electrical and fire codes. A fire extinguisher must be at each cooking space and in close proximity to cooking devices.
4. **Clean Up After Event**: Each contestant is responsible for returning his or her assigned cooking space to a safe, clean and orderly condition at the end of the contest. All fires must be extinguished and all equipment removed from the site. Any team's assigned cooking space left dirty or in disarray may disqualify all team members from future participation at any Wind Creek Hospitality events. All teams should be cleared out and all spaces cleaned by 6:00 pm on the day of the event.
5. **Fires and Heat Sources**: No open pits or holes are permitted. Fires shall not be built in/on the grounds.
6. **Chicken**: The wings for contest entry may not be pre-cooked, sauced, or maintained in any way prior to inspection at the beginning of the cooking contest. Use of anything pre-cooked will result in disqualification.
7. **Categories and Judging**: Contestants will be judged through a blind judging process following the World Food Championships E.A.T. judging criteria. This is designed to guarantee fairness to all competitors. Rulings by the Judges are final. Official Judges will use the E.A.T. method when judging the four categories: (1) original; (2) creative spicy; (3) creative sweet; and (4) exotic/unique. A fifth overall category will be decided by the public and will be "People's Choice."

Five independent judges will judge the entries in each official category. Judging will begin at 10:30 am on Saturday, November 2, 2024. People's Choice judging will begin at 11:00 am when gates open to the public. Entry pickup for Official Judging will be at 10:30 am.

Teams will receive a Cook's Packet at check-in on the day of the event that will confirm judging times and categories. An entry will be judged only at the time established by Wind Creek Hospitality Judges. If a team is unable to provide the judges with their entries at the time of pick up that team will receive a 0 (zero) in all criteria.

Each entry will be judge on three key evaluation criteria: Execution, Appearance and Taste. Cooks must provide two (2) wings per category for each judge. Note: cooks may compete in each of the four categories, but are not required to compete in all categories. Since each category is judge separately, it is possible for competitors to win more than one category.

8. Submission for Judging: Entries will be submitted in an approved, numbered container provided by Wind Creek Hospitality. The number must be on top of the container at turn-in.

Competitors must label each category entry as follows:

- (a) Category Title (Example: Creative Spicy)
- (b) Title of Dish (Example: Slap Ya Mama Blackberry Habanero Buffalo Wings) NOTE: The team name or any identifiable title shall not be used.
- (c) Brief Description (Example: A sweet heat wet wing sauced with organic blackberry jam and finished off with a habanero infusion.)

9. Identifiable Entries: Meat shall not be sculptured, branded, or presented in a way to make the team's entry identifiable. Violations of this rule will be scored a one (1) on all criteria by all five judges.

10. Garnish: Garnish is optional. If used, once determined to be legal, garnish plays no further role in the appearance score. When used, garnish is limited to chopped, sliced, shredded or whole leaves of fresh green lettuce, curly parsley, flat leaf parsley, curly green kale and/or cilantro. PROHIBITED GARNISHES ARE: lettuce cores and other vegetation, including, but not limited to, endive and red tipped lettuce. "PROHIBITED" garnish shall receive a penalty score of one (1) on Appearance.

11. Safety Rules for All Contestants:

- a) No use of any tobacco products while handling meat.
- b) Cleanliness of the cook, assistant cooks, cooking device(s) and the team's assigned cooking space is required.
- c) Shirt and shoes are required to be worn.
- d) Sanitizing of work area should be implemented with the use of a bleach/water rinse (one cap/gallon of water). Each contestant will provide a separate container for washing, rinsing, and sanitizing of utensils.
- e) Prior to cooking, meat must be maintained at 40° F or less.

12. Grounds for Contest Disqualification and Eviction from Wind Creek Property:

- a) Excessive use of alcoholic beverages or public intoxication with a disturbance

- b) Serving alcoholic beverages to the general public
- c) Use of illegal controlled substances
- d) Foul, abusive, or unacceptable language or any language causing a disturbance
- e) Fighting and/or disorderly conduct
- f) Theft, dishonesty, cheating, use of prohibited meats, or any act involving moral turpitude
- g) Use of gas or other auxiliary heat sources inside the cooking device
- h) Violation of any of the General Terms or Official Rules

All decisions by Wind Creek Hospitality regarding the contest including, but not limited to, winner selection, application and interpretation of rules, resolution of any dispute, and contest eligibility, are FINAL and not subject to appeal.