

“GAROFALO INSPIRES” CONTEST
OFFICIAL RULES - USA

Pastificio Lucio Garofalo SpA (hereinafter the “Sponsor” or “Garofalo”) with registered offices in Via dei Pastai 42 - 80054 Gragnano (NA), Italy is organizing the “Garofalo Inspires” Contest (“Contest”).

This Contest is open to restaurants located in the **United States** who are clients of Pasta Garofalo. Each eligible restaurant must elect an authorized chef who will be referred to herein as an “entrant.” and will be awarded the prize if selected as a potential winner. All entrants must have reached the age of majority in their jurisdiction of residence. Employees of the Sponsor, and their immediate families, their agents or anyone professionally connected to this Contest shall not be entitled to enter.

The Contest will be communicated to the entrants through Garofalo Sales Representative network and through the Contest Website www.garofaloinspires.com. For any questions or doubts regarding the Contest, please write to garofaloinspires@pastagarofalo.it.

This contest is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void where prohibited.

Entrants entering into or participating in this contest are deemed to have accepted and to be bound by these terms and conditions and the decisions of the Sponsor.

1. TIMING

The Contest is open from 00.01 UTC* on the 20th of May 2019 until 23.59 UTC* on the 24th October 2019 (“Contest Period”).

Winners’ selection on/by 31st October 2019.

*you may convert these times to your local time by visiting <http://www.worldtimebuddy.com>

2. HOW TO ENTER

To be eligible to enter, restaurants shall be an existing client of Garofalo, and use their orders of Pasta Garofalo to create a new recipe, to be added in their menu. All entries must meet the requirements set out in Section 7.

More specifically, to enter restaurants will have to:

- Go to www.garofaloinspires.com and enter the section dedicated to USA (unless they are automatically redirected)
- Download (without registering) the “Flyer template” available in PDF* and follow the instructions provided to realize a flyer with their own recipe, to be added in their menu: the PDF will have to be completed (manually or digitally) with the name and a short description of their recipe.
- Cook and plate their new recipe using a Pasta Garofalo product;
- Take a photo showing how they would serve it: the photo must clearly show the dish, as prepared and served and the flyer, realized and printed as above.
- Go to www.garofaloinspires.com and register, with all the personal and restaurant’s details requested, the relevant information on their recipe. To finalize the registration, restaurants will also have to upload their photo (showing the dish and the flyer printed, as above explained).

* The flyer template may also be made available in paper form, by the sales representatives of Garofalo. Restaurants will be allowed, in case they prefer to do so, to complete the paper form manually but in any case, participation will have to be submitted on the Contest website only, as described the paragraphs below.

IMPORTANT: the use of Pasta Garofalo in the dishes constitutes an essential eligibility requirement. The Sponsor reserves the right, at any time, to verify the validity of entries and entrants, including the entrant’s identity, age and place of residence, and the existence of any orders placed by the participating restaurant prior to the start of the Contest Period, and to disqualify any entrant who breaches these terms and conditions or tampers with the registration process or the Contest.

All entries submitted by participating restaurants/entrants will be moderated and, if valid, will be made available on the Contest website www.garofaloinspires.com.

Please note that:

- The prize will be awarded by the Sponsor to the individual submitting the entry on behalf of the restaurant.
- It is the responsibility of each entrant to obtain the permission of their restaurant employer where this is necessary for entry. By entering, each entrant is deemed to have obtained, or to not require, such permission.
- 1 entry per person and per eligible restaurant.

3. WINNERS SELECTION

All entries submitted by entrants will be evaluated by a panel of judges selected by the Sponsor and supervised by an independent judging subject. Recipes will be evaluated based on the following equally weighted criteria:

- Ingredients used for the recipe;
- Originality of the recipe;
- Photo Composition

Each member of the judging panel will evaluate the recipes and assign a score for each of the above-mentioned criteria. In the event of a tie, the entrant with the highest score in originality will be selected as a potential winner. The sum of the scores assigned to each entrant will be used to select 2 Potential winners among entries submitted from USA

4. PRIZES

Each winner will be awarded with a Trip to Italy for 1 person, to attend a Cooking Class with the Chef Niko Romito (approximate retail value: 3.500€ for each one).

Prize Details:

The winner will have the possibility to attend a Cooking Class with the Chef Niko Romito, taking place in Italy, at the "Accademia Niko Romito" in Castel di Sangro (AQ) between 24 and 29 November 2019 (dates may be subject to changes, depending on the Chef's availability, but will be confirmed to the winner at least 7 days in advance)

The prize includes:

- Round Trip flights for the winner only, in economy class, with departure with the international airport nearest to the winner's residence and arrival in Rome;
- Transfers from Rome to the location of the Cooking Class
- Dedicated English Tutor chef
- 4 days of Professional Training at Accademia Niko Romito (27 hours)
- 5 overnight stays at 4 stars hotel of Sponsor's Choice
- 4 Dinners at Accademia Niko Romito Student Restaurant - 3 Michelin Stars
- 1 breakfast
- 1 lunch at Niko Romito Restaurant – 3 Michelin Stars
- Certification of attendance

The prize does not include:

- Transfers to reach the departure airport and parking;
- Any additional or personal expenses.

Please note that:

- Each winner is responsible for obtaining passports and other necessary documents to travel on the trip.
- Each winner is required to independently declare and pay any applicable taxes and charges that a prize gives rise to in the winner's jurisdiction.
- Credit card imprint or cash deposit may - be required at time of accommodation check-in to cover incidental charges. Failure to follow hotel rules and requirements may result in, without limitation, non-admission to hotel and forfeiture of all or part of the prize.
- Sponsor will not be responsible if weather conditions, or other factors beyond Sponsor's reasonable control prevent the prize or part of the prize from being fulfilled, and winner will not be entitled to compensation in lieu thereof. Winner must have no restrictions on his/her ability to travel or to fully participate in the prize or the prize may be forfeited, in whole or in part and may, at the Sponsor's discretion, be awarded to an alternate entrant. Sponsor will not be responsible if winner is denied entry onto aircraft or into the Destination;
- Winner shall conduct himself/herself with due regard to the public conventions and morals. Winner shall not, while a guest of the Sponsor during the trip, commit an offense involving moral turpitude under local laws or

ordinances. Winner shall not commit any act that will tend to degrade the Sponsor or any Contest entity in society or bring such parties into public hatred, public disrepute, contempt, scorn, or ridicule or that will tend to shock, insult or offend the community or public morals or decency or prejudice Sponsor. In the event the winner engages in the above or behaviour that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, the Sponsor reserves the right to terminate the trip early and send the Winner home with no further compensation.

- No prize is transferable, and no prize may be claimed in cash or changed to another prize or arrangement. However, in the event of unforeseen circumstances or circumstances outside of the Sponsor's reasonable control, the Sponsor reserves the right to amend, withdraw or substitute a prize for an alternative prize or arrangement.

5. WINNERS' NOTIFICATION

Potential winners will be contacted by email within 5 working days of winners' selection and will be required to **respond within 10 calendar days with all contact details of the Chef and a copy of his/her valid identity document**. If an entrant is unable to take the prize or fails to respond with the specified timeframe, the entrant will be disqualified, and the prize being offered to a reserve based on the judging criteria described above. This process will be followed until reserves are available. The Sponsor accepts no responsibility in the event that a restaurant cannot be contacted for any reason.

6. PRIVACY

Personal information provided by and related to the entrants will be held and used by the Sponsor, and its group companies, suppliers and contractors in the extent necessary for carrying out and administering this Contest, in accordance with the Sponsor's Privacy Policy. The Privacy Policy can be read here: www.garofaloinspires.com

By participating in the Contest, the entrants are deemed to accept and to be bound by these terms and conditions and to have given consent to the transfer and processing of their personal data by the Sponsor for the purposes of this Contest in accordance with the Sponsor's Privacy Policy.

Entrants will be invited to opt-in to receive further communications from the Sponsor and selected partners. By opting in, entrants consent to the receipt of any email and/or commercial communication in relation to the Sponsor's products, services and events. You can unsubscribe from such communications at any time. This will not affect a entrant's chances to win.

7. CONTENT RESTRICTIONS

- a. Any materials submitted to the Contest or uploaded on www.garofaloinspires.com must not contain profane language, racial or religious discrimination, violence, sexual acts, attacks on people or organizations or other indecent or inappropriate content. All submitted and uploaded materials will be reviewed before publication.
- b. The Sponsor reserves the right to moderate, reject or disqualify any submission or material, before or after publication, which, in its sole discretion, it determines to be indecent, offensive or inappropriate or which is otherwise inconsistent with the letter and spirit of the Contest or which is potentially damaging to either the Sponsor, the Contest's, or any third party's image or reputation.
- c. All submitted and/or uploaded materials shall be original works created by a entrant and will be moderated by the Sponsor. By participating in the Contest each entrant confirms that:
 - Materials submitted by the entrant do not infringe another person's or entity's copyright, trademark, moral right, right of privacy, or other intellectual property right;
 - No other person or entity has any right, title or interest in the material;
 - The entrant has in no way assigned, licensed, disposed of or otherwise encumbered any of their rights that allow them to submit the materials;
 - The entrant has obtained any and all releases and consents of third parties necessary to permit the submission and exhibition of the material in the manner set forth in these terms and conditions without additional compensation;
 - The material does not contain unlawful or illegal content or content contrary to the laws or regulations of the country where the Contest is conducted and/or the jurisdiction where the material was created and/or submitted to the Contest.
- d. Materials uploaded to www.garofaloinspires.com must be of jpg/png format and must not exceed 10 MB in size.

Materials may only be submitted electronically. Other materials are not taken into consideration. Submitted materials will not be returned.

- e. In addition, materials uploaded must not:
 - Include people under the age of majority;
 - Include recognizable people, other than the entrant, unless their consent for uploading the picture has been received in writing;
 - Include visible trademarks, service marks, company names or other intellectual property rights;
 - Infringe upon someone's privacy or integrity or depict someone in an unpleasant or embarrassing situation.
- f. An entrant shall be liable for any costs, expenses and losses incurred by the Sponsor due to the entrant's breach of the requirements related to the materials should the Sponsor become the subject of an allegation, claim, legal action or proceeding due to such breach of these Terms.
- g. All and any materials submitted to the Contest (including without limitation the recipe, photos and other materials) becomes the sole property of the Sponsor and all right, title and interest is hereby assigned by entrant to Sponsor. The Sponsor may use the materials at its own discretion in any manner without the obligation to pay remuneration for the use of the material to a entrant.
- h. Entrants further agree that their name and likeness, and any submitted pictures and other materials, may be used, at the Sponsor's discretion, worldwide for promoting the Contest or any products or services manufactured, supplied or offered by the Sponsor and connected to the theme of this Contest.
- i. By entering, all entrants agree as follows: (i) you acknowledge that your entry may be posted by Sponsor on its website, in Sponsor's sole discretion but without obligation; (ii) you have the right and authority to, and do hereby, grant to Sponsor an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in any manner or media; (iii) you waive any and all moral rights that you may have in and to the entry with respect to the uses contemplated herein; and, (iv) you agree to release and hold harmless Sponsor from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor's use of the entry.

8. GENERAL

- o The Sponsor cannot accept any responsibility, and entrants hereby waive any claims for any damage, loss, injury (including indirect or consequential loss) suffered by any entrant entering the Contest or as a result of accepting any prize, including any prize-related travel. However, nothing shall exclude the Sponsor's liability for death or personal injury as a result of its negligence.
- o The Sponsor disclaims any representations and warranties regarding any prize, including without limitation, any implied warranties of merchantability or fitness for a particular use.
- o The Sponsor is not responsible for any technical problems or human error that may result in a registration, submission or entry not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the Contest website.
- o The Sponsor's decisions regarding any aspect of this Contest is final and no correspondence will be entered into. The Sponsor may refuse to award a prize to any person, for any reason.
- o The Sponsor reserves the right to withdraw, vary, cancel or suspend an element of a prize if, due to circumstances outside of its control, that element is no longer available. The Sponsor will not be responsible for, or liable to any winner, if all or part of a prize is not available or must be varied or cancelled for any reason. In the event of unforeseen circumstances, the Sponsor reserves the right to substitute a prize or an element of the prize for an alternative of equal or greater value.
- o The Sponsor is not responsible for any third-party acts.
- o This Contest is subject to all applicable laws and regulations and is void where prohibited.
- o If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Sponsor and which prevents the Sponsor from complying with these terms and conditions the Sponsor will not be liable for any failure to perform or delay in performing its obligation.
- o If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Sponsor including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to

disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel this Contest, as appropriate.

- The Sponsor reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Contest. The Sponsor's legal rights to recover damages or other compensation from such an offender are reserved.

The present Official Rules are available at: www.garofaloinspires.com