

40NORTH RESTAURANTS NATIONAL PASTA MONTH SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. THE SWEEPSTAKES IS SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST BE THE OWNER OF A VALID EMAIL ADDRESS IN ORDER TO ENTER THE SWEEPSTAKES.

1. **PROMOTION DESCRIPTION:** The **40North Restaurants National Pasta Month Sweepstakes** is an exclusive online-only sweepstakes (the “**Sweepstakes**”) that begins on 10/1/20 at 12:00:00 AM (ET) and ends on 10/31/20 at 11:59:59 PM (ET) (“**Promotion Period**”). There will be one (1) Grand Prize winner in the Sweepstakes to be randomly drawn at the end of the Promotion Period. All Sweepstakes entrants must complete an online registration form and agree to be subscribed to 40North Restaurants emails which will be utilized to share promotions of the company’s brands including The Office Tavern Grill, Town Bar+Kitchen, The Black Horse Tavern, and Piattino, A Neighborhood Bistro.
2. **ELIGIBILITY:** The 40North Restaurants National Pasta Month Sweepstakes is open to all natural persons who are legal residents of the state of New Jersey, as evidenced by a valid New Jersey Driver’s License or Government ID. Entrants must be 21 years of age at the time of entry. Employees of Scotto George and Martha’s LLC, Barilla America, Inc., their respective parent companies, affiliates, subsidiaries, suppliers, advertising and promotion agencies and anyone else connected with the production and distribution of this Sweepstakes (collectively, the “**Promotion Entities**”) and their immediate family members. Spouses, parents, children, siblings and in-laws, are ineligible, regardless of where they reside, and any individuals living in the same household of any family member are also not eligible to participate.
3. **HOW TO ENTER:** During the Promotion Period, all eligible registrants may visit the Sweepstakes registration page located at: <https://1.shortstack.com/l2Jc7g> (“**Website**”), and then must follow the instructions to electronically complete the registration and online Sweepstakes Entry Form. You must complete all required fields of the entry form with information that is valid on the date of the drawing to be eligible. If entering the Sweepstakes via Facebook or any other social media platform, you must be the owner of the email account associated with the account from which your entry is made. There is a limit of one (1) entry per person/email address/household for the entire Promotion Period of the Sweepstakes. No third-party entry or entry through any sweepstakes service is permitted. Use of robotic entry devices is strictly prohibited. Entrants will be required to certify that they meet all eligibility requirements during the entry process.

Disclaimer: All entries become the property of Sponsor and will not be returned. In the event of a dispute regarding entries, any entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry, provided that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrants may not participate with multiple e-mail addresses, nor may entrants use any device or artifice to enter multiple times during the Promotion Period or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities or uses any other device or artifice to enter multiple times, other than provided for herein, during the Promotion Period will be disqualified from participation in the Sweepstakes and all entries submitted by that entrant will be null and void. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants.

4. **WINNER SELECTION:** One (1) Grand Prize winner will be randomly selected from all eligible entries received during the Promotion Period on or about 11/2/20 by the Sponsor or its designee, and whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Promotion Entities reserve the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible, or has violated a rule, gained unfair advantage, or obtained winner status using any fraudulent means. If there is a dispute about the identity of an entrant, prize will be awarded to the natural person to whom the email address is assigned by the internet service provider responsible for the domain associated with the submitted email address. If winner is found to be ineligible or not in compliance with the Sweepstakes rules, the winner may be disqualified, and an alternative winner will be awarded the prize in a separate random drawing.
5. **NOTIFICATION:** Any potential winner is subject to eligibility verification. Potential Grand Prize winner will be notified via email and/or phone at Sponsor's discretion, within seventy-two (72) hours of the random drawing with instructions on how to verify eligibility and claim the prize using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted, or not received by the potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within two (2) business days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner shall be selected, provided there is sufficient time remaining to award the prize. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners in accordance with the above procedure, after which the prize may go unawarded if it remains unclaimed. No correspondence will be acknowledged. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable.

6. **GRAND PRIZE:** One (1) Grand Prize will be awarded which consists of ONE (1) Four-course dinner for a party of six (6) people to be held at the winner's home, prepared by Corporate Executive Chef, Kevin Felice. Prize dinner must be completed in November 2020, January 2021, or February 2021. Blackout dates include 11/25/2020 – 11/27/2020; 12/23/2020 – 1/2/21, 2/13/21 – 2/15/21. The approximate retail value (“**ARV**”) of the Grand Prize is \$1,000. Sponsor or its designee will work with the Grand Prize Winner to schedule the dinner. Grand Prize winner and all guests must be 21 years of age or older. Dates of Grand Prize dinner are subject to availability of Kevin Felice, and the event must be booked with Sponsor a minimum of ten (10) days in advance of the desired date.
7. **ODDS:** Odds of winning depend on total number of eligible entries received during the Promotion Period.
8. **TAXES:** All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Grand Prize winner will receive a 1099 tax form for the approximate retail value of the prize.
9. **GENERAL TERMS:**
 - a. Potential Grand Prize winner will be required to sign and return a notarized Affidavit of Eligibility and a Liability Release which will include the recording of their social security number (for tax reporting purposes – as required by law) and, where permitted by law, Publicity Release within ten (10) days after first notification attempt.
 - b. Guests of Grand Prize who are at least 21 years of age or older, and not a citizen of the EU, on the date that the event is scheduled and each guest must sign and return a Liability Release and a Publicity Release prior to the scheduling of the event.
 - c. Promotion Entities will have no liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Sweepstakes or any prize-related activities. By participating and accepting the prize, winner and his/her guest release and agree to hold harmless all Promotion Entities and each of their respective affiliates, directors, employees, officers and agents from any and all liability, injury, loss or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or prize related activity.
 - d. Acceptance of a prize by the winner; and the execution of the Publicity Release by the winner and his/her guests shall be construed as, and shall signify the prize winner's and his/her guests' agreement and consent that Sponsor may use the prize winner's and each guest's name, photograph, likeness, voice, biographical information, prize information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, review, approval or payment, where allowed by law.

- e. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects.
- f. Sponsor is not responsible for any typographical or other error in the printing of the offer or in the administration of the Sweepstakes.

10. **LIMITATIONS AND RELEASES:** Promotion Entities are not responsible for lost, late, mutilated or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website and/or wireless network or any combination thereof. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper entry and/or feasibility of the Sweepstakes as contemplated herein. If for any reason the online portion of the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor shall post notice on the Website as soon as practical after any action is taken and award the prize from among all eligible non-suspect entries received up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain binding and in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.

11. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at (<https://www.villarestaurantgroup.com/privacy-policy>).

12. **WINNER'S LIST:** For name of winner, send a self-addressed, stamped envelope by 12/15/20 to: **40North Restaurants National Pasta Month Sweepstakes**, Attn: Winner's List, 4500 Highlands Parkway, Smyrna, GA 30082. Winner's list to be available after 11/15/20.

13. SPONSOR: Scotto George and Martha's LLC, 25 Washington Street, Morristown, NJ 07960