

**Balsamic Vinegar of Modena,  
the Original San Francisco Contest  
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

1. **Eligibility:** The Balsamic Vinegar of Modena, the Original San Francisco Contest (the "Promotion") is open only to restaurants located in the San Francisco Bay Area located in California, USA (the "Territory") who have received an invitation from Sponsor to participate in the Promotion and are located in the Territory at the time of entry. Consorzio Tutela Aceto Balsamico di Modena ("Sponsor"), Blancdenoir srl ("Promotion Administrator") and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws and is void outside the Territory and where prohibited by law. By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion, including but not limited to validation of the judging process. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Promotion ("Official Rules").
2. **Promotion Period:** The Promotion begins at 12:00 a.m. Pacific Time ("PT") on September 12th, 2022 and ends at 11:59 p.m. PT on September 30th, 2022 (the "Promotion Period"). The Judging Period begins at 12:00 a.m. PT on September 12, 2022 and ends at 11:59 p.m. PT on September 30, 2022 (the "Judging Period").
3. **How to Enter:**
  - a. Before the launch of each Promotion Period, the Sponsor will select restaurants and invite them to join the recipe contest.
  - b. In order to participate in the Promotion, each invited restaurant (each a "Restaurant" or "Entrant") must complete an information form sent by the Promotion Administrator. Follow the directions provided, complete all required fields, sign it, and send it back to [fc@primingconsulting.it](mailto:fc@primingconsulting.it) as instructed to or before August 15th, 2022.
  - c. Each Restaurant who agrees to participate in the Promotion will receive a free supply of Aceto Balsamico di Modena IGP ("Supplies") from the Sponsor between August 15 and September 9th, 2022. The Supplies provided will be:
    - i. One (1) five-liter (1,32gal) jug of aged Balsamic Vinegar of Modena PGI
    - ii. Two (2) five-liter (1,32gal) jugs of aged Balsamic Vinegar of Modena PGI
  - d. Each Restaurant in the Promotion will receive promotional materials to display inside the restaurant including 30 Institutional bottles of 250ml (0,066gal) each and branded with the logo of the Consortium of Protection "the "Promotional Materials"). Each Restaurant must display the Promotional Materials publicly in the Restaurant during the Promotion Period.
  - e. During the Promotion Period each Restaurant must:
    - i. Create an original recipe using the Vinegar (the "Dish")
    - ii. Include the Dish in the Restaurant's lunch and/or dinner menu from 12:00 a.m on September 12, 2022 through 11:59 p.m. PT on September 18, 2022. The menu must

specify the brand “Balsamic Vinegar of Modena PGI” in the name of the Dish.

- iii. Serve a Dish to a judge of the Promotion at the Restaurant. The judge will eat at the Restaurant and Sponsor will pay for the judge’s meal.
- iv. Each Restaurant must send an email to [fc@primingconsulting.it](mailto:fc@primingconsulting.it) with the subject “Balsamic Vinegar Dish and Recipe - Restaurant Name” on or before 11:59 p.m. PT on September 9, 2022 which includes the following:
  1. The recipe including the ingredients list, method of preparation, number of servings and must include the use of the Vinegar as one of the ingredients.
  2. One or more photos of the prepared Dish.
- v. While not required for entry, each Restaurant may post on the Restaurant’s Facebook and/or Instagram account photos of the Dish taken during the Promotion Period using all of the hashtags #EnjoyItsfromEurope #BalsamicVinegarOfModena #Contest and include a mention @OriginalBalsamicVinegar for Facebook and @originalbalsamicvinegar for Instagram.

This process, when properly completed, will constitute your “Entry” into the Promotion. LIMIT ONE (1) ENTRY PER RESTAURANT. Entries must follow the submission requirements set forth below and comply in all respects with these Official Rules. All Entries are subject to a review by Promotion Administrator and Sponsor prior to Sponsor posting online.

By submitting your Entry, you represent that your Entry conforms to the submission guidelines set forth below and with all of these Official Rules, and agree that the Promotion Administrator, in its sole discretion, may remove your Entry and disqualify you from the Promotion if it believes, in its sole discretion, that your Entry fails to conform to the submission requirements or to these Official Rules in any way.

#### **4. Conditions of Submission:**

##### **a. Submission Guidelines:**

1. The Entry submitted must be created by the Restaurant’s owners and/or employees alone, modifying, enhancing or altering a third party’s preexisting work does not qualify as an original creation.
2. The Entry must be the Restaurant’s original creation.
3. The recipe portion of the Entry must contain the ingredients list, method of preparation, number of servings and must include the use of the Vinegar as one of the ingredients.
4. All Entries must be in English.
5. Do not include trademarked or brand names as ingredients, other than Sponsor’s products.
6. Photos included with each Entry must display the Dish, no individuals may appear in any photos.
7. Photos included with each entry must be formatted as .jpg, or .png files, and can be a maximum of 10 MB in size.

- b. **Additional Conditions of Submission:** Any Entry which Promotion Administrator or Sponsor, in their sole opinion, deem to be inappropriate for publication or inclusion in this Promotion will not be considered or displayed and the corresponding Entrant will be disqualified. Entry cannot, in the opinion of the Promotion Administrator or Sponsor: (i) be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii)

be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vi) contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vii) **except for incidental usage, as determined solely by Promotion Administrator, contain or reference trademarks, logos (except Sponsor's or Restaurant's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's or Restaurant's) of any kind, without permission;** (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or (ix) be in violation of any law.

By submitting an Entry each Entrant represents and warrants that: (i) Entry is the sole and exclusive property of the Entrant; (ii) the Entry is an original creation of the Entrant; (iii) Entrant owns or otherwise has rights to use all elements of the Entry; (iv) the Entry has not been copied in whole or in part from any other work; (v) the Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person or entity (including but not limited to rights of privacy or publicity or portrayal in a false light); (vi) the Entry has not been previously published; (vii) publication of the Entry via various media including web posting, will not infringe on the rights of any third party. Each Entrant will indemnify and hold harmless, the Promotion Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT ENTRANT'S ENTRY MAY BE POSTED ON SPONSOR'S WEBSITES AND/OR SOCIAL MEDIA, IN SPONSOR'S DISCRETION. Posting of an Entry is not an indication that the Entry has won a prize or is otherwise eligible for a prize. **Rights Granted: To the maximum extent permitted by law, your Entry will be the property of Sponsor, and may be displayed, used or altered by Sponsor (or anyone Sponsor authorizes) for any purpose without any kind of payment to you. It also means that Sponsor or any of their affiliates may produce, market, sell or otherwise distribute products based on (in whole or in part) your Entry. Sponsor may identify the Restaurant that submitted the Entry when such entry is used by Sponsor. This means you irrevocably and forever grant and assign to Sponsor all worldwide right, title, and interest in and to your Entry (and all works derived from it) as well as all intellectual property you create by participating in the Promotion. You expressly waive all rights to review or approve any use that Sponsor makes of your Entry in accordance with these Official Rules. By entering, you further agree to waive all rights of attribution and integrity if your Entry is used by Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Entry.**

By entering the Promotion, you agree that your Entry is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, developed by its employees or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website.

By entering the Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. Promotion Administrator and Sponsor reserve the right, in their reasonable discretion, during or upon completion of the Promotion Period, to request that any Entrant resubmit an Entry prior to any voting or judging period.

5. **Judging:** All eligible Entries received during the Promotion Period will be judged by 20 selected judges, under the supervision of Sponsor. Between September 12, 2022 and September 18, 2022, one (1) judge will visit one Restaurant (for a total of 20 judges that will visit one Restaurant each), order, and taste the Dish. Each judge will then evaluate the Dish based on the following (collectively the "Judging Criteria"):
  - a. Taste of the Dish: 1 - 25 points
  - b. Creativity: 1 - 25 points
  - c. Use of the Vinegar: 1 - 25 points
  - d. Presentation of the Dish: 1 - 25 points

Each dish may receive between 4 and 100 total points ("Judging Points").

6. **Public Voting:** Public voting will begin at 12:00 a.m. PT on September 12, 2022, and ends at 11:59 p.m. PT on September 30, 2022 (the "Voting Period").
7. **How to Vote:** During the Voting Period, individuals may vote on an Entry by online vote. To vote, go to <https://www.originalbalsamicvinegar.eu/san-francisco-balsamic-week> and locate the official voting form. Follow on-screen directions to vote. Each vote will count as one (1) point ("Voting Point"). LIMIT ONE (1) VOTE PER PERSON/Email Address. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Entrant or voter to obtain more than the stated number of votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes and Entrant and/or the Entry may be disqualified, as determined by Promotion Administrator in its sole discretion.
8. **Winner Selection:** The Judging Points and Voting Points received for each Entry shall be added together to get the total "Points" for each entry. The Entrant whose Entry receives the highest total Points shall be deemed the First Prize winner. The Entrant whose Entry receives the next-highest total Points (after the First Prize winner) will be deemed the Second Prize winner. The Entrant whose Entry receives the next-highest total Points (after the Second Prize winner) will be deemed the Third Prize winner. In the event of a tie, at any level, winner will be determined by the Entry that received the highest number of Judging Points. If there is a subsequent tie, tie breaker will be based upon the highest score in the first Judging Criterion, continuing thereafter to each Judging Criterion in order, as needed, to break the tie. All winners subject to validation. Winners will be determined on or about October 3, 2022 from all eligible Entries received.
9. **Prizes, Approximate Retail Values ("ARV") & Odds of Winning:** There are three (3) Prizes:
  - a. One (1) First Prize: Samples of Aceto Balsamico di Modena IGP (ARV: \$550).
  - b. One (1) Second Prize: Samples of Aceto Balsamico di Modena IGP (ARV: \$500).
  - c. One (1) Third Prize: Samples of Aceto Balsamico di Modena IGP (ARV: \$450).

Total ARV of all prizes in this Promotion is \$1,500. Prize(s) must be accepted as awarded. All characteristics and features of the prize(s) except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. No substitution, cash redemption or transfer of prize(s) is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prize(s), are the sole responsibility of the applicable winner(s). Arrangements for delivery of prize(s) will be made after winner validation. LIMIT ONE (1) PRIZE PER RESTAURANT. Prize(s) will be awarded only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, unclaimed prize(s) may not be awarded.

10. **Entrant Verification:** In the event of a dispute regarding the identity of the Restaurant submitting an entry, the entry will be declared made by the Restaurant in whose name the entry was made. The

Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.

11. **Disqualification:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the Entries and the responsible Entrant(s). Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
12. **Notification & Validation of Winners:** Potential winners will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner based on the results of the original judging.
13. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, Entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to Entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate Entry information whether caused by Entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in in the administration or execution of this Promotion; or (x) cheating or fraud by any participant. All incomplete or non-conforming Entries (as determined by the Promotion Administrator in its sole and absolute discretion) will be disqualified.
14. **Modification, Suspension and Termination:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal mandate, social media mandate, pandemic, epidemic or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect Entries/Entrants and/or modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winners from among all applicable eligible, non-suspect entries received as of the time/date of termination using the judging procedures listed in these Official Rules.

15. **Releases:** By participating in this Promotion, Entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo or Entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.**
16. **Publicity:** Except where prohibited, participation in the Promotion constitutes each Entrant's permission for the Sponsor and its agencies to use Entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
17. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at [<https://www.iubenda.com/privacy-policy/8157653>]. By entering this Promotion, each Entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her Entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.
18. **Choice of Law, Jurisdiction and Notice:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, Entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from Pacific Digital Industries is prohibited. Copr. 2022 Pacific Digital Industries, Inc.
19. **Severability & Conflicts:** 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 in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
20. **Winners' List:** To view the winners' list for this Promotion, please visit <https://www.originalbalsamicvinegar.eu/san-francisco-balsamic-week>. The winners' list will be available after winner validation has been completed.
21. **Third Party Rights:** All trademarks used herein are the property of their respective owners.
22. **Sponsor:** Consorzio Tutela Aceto Balsamico di Modena, Via Ganaceto, 134 – 41121 Modena. VAT number IT 02163700368.