

Pasta Harvest – Free Pasta Give-Away – Official Rules

NO PURCHASE NECESSARY TO PLAY OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

These are the official rules (“Official Rules”) for the Pasta Harvest – Free Pasta Give-Away (the “Promotion”). This promotion is sponsored and administered by Carino’s Italian/Fired Up, Inc (the “Sponsor”).

1. **ELIGIBILITY:** Open only to legal residents of the United States and the District of Columbia (excluding New York, Rhode Island, Delaware, South Carolina, Florida or Puerto Rico and other U.S. Territories or other foreign territories) who are eighteen (18) years of age or older as of the date of entry. Entrants must have internet access and an established email address as of the announcement date of this contest. Employees of Carino’s Italian and/or Fired Up, Inc. (and their subsidiaries) and their families are not eligible to participate. The promotion is void where prohibited by law. Participation in the promotion constitutes Entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions. The decisions of the Sponsor regarding all matters relating to the Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. From all eligible entries received, the winners will be determined by a random daily selection.
2. **GAME TERM:** The promotion begins Monday, April 6th at 8:00:00 am Central Time and ends Sunday, May 31th at approximately 11:59:00pm Central Time. One (1) winner will be drawn at random each day of this term.
3. **ENTRY COMPLETION:** Daily winners must submit eligible entry by 11:59pm CT to be eligible for the prize that day.
4. **HOW TO ENTER:**
 - a. **Enter Online.** Log on to www.pastaharvest.com during the Promotion Period and complete your entry by clicking on the “Win Lotsa Free” button.
 - b. **Void.** Use of any automated system (e.g., robots, automatic, macro, programmed or like entry methods). Any attempt by any Entrant to use an automated system will void all of that Entrant's entries, and render that person ineligible to receive any of the prizes. Entry materials/data that have been tampered with or altered are void.
 - c. **Entry Errors.**
 - i. Sponsor is not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified.
 - ii. Sponsor is not responsible for any unavailability of or interruptions to any service or equipment used in connection with the Promotion

including, without limitation (1) interruptions to any network, server, Internet website, telephone, satellite, computer or other connections, (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, (4) other errors of any kind, whether human, technical, mechanical or electronic, or (5) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

- iii. **No Return of Entries; Disputes.** Once submitted, entries become the sole property of Sponsor and will not be acknowledged or returned. In the event of a dispute as to any entry, the actual owner of the written address registrant will be deemed to be the entrant. Potential winners may be required to show proof of identification. Sponsor may require that the potential winner provide proof that he/she is the actual registrant and provide the email address and/or written address associated with the winning entry.

5. HOW TO PLAY:

- a. **General.** Enter online for a daily chance to win one (1) \$40 gift card for Carino's Italian Restaurant. One winner will be drawn each day during the term.
- b. **Rules.** Only one winning Entrant per e-mail address and written address. Once an entrant wins a daily award, neither that entrant, nor anyone else in the household, will be eligible for an additional daily prize winning.

6. **GAME MODIFICATION:** Sponsor reserves the right, in its sole discretion, to modify, cancel, terminate or suspend this Promotion without advance notice for any reason including, without limitation, (i) if viruses, bugs, unauthorized human intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion; or (ii) in the event of earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (whether or not officially declared).

7. **PRIZES:** The approximate retail value ("ARV") of all prizes is \$2,240. Sponsor will award the following prizes: One (1) \$40 Carino's Italian Gift Card to the random drawing winner each day of the game period. Gift Cards can be redeemed at any participating Carino's Italian Restaurant.

8. **ODDS:** The odds of winning prizes depend on the total number of eligible entries received each day. Winners will be notified by email.

9. **SUBSTITUTION; TAXES.** No cash or other prize substitution, assignment or transfer of prizes permitted, except at Sponsor's sole discretion due to prize unavailability. Sponsor reserves the right to substitute a prize with one of comparable value or greater value (e.g., Sponsor may opt instead to award the

cash equivalent, up to but not greater than the ARV, of any prize in lieu of the prize itself). THE WINNER IS SOLELY RESPONSIBLE FOR ALL TAXES, INCLUDING BUT NOT LIMITED TO FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE.

10. **PRIZE DELIVERY.** Prize winners should allow up to 6-8 weeks after they return their signed, notarized Affidavit (see Rule 12e below) to receive their prize. Prizes returned as undeliverable or otherwise not claimed within fourteen (14) days after being sent will be forfeited.

11. **NO WARRANTY.** Entrants acknowledge that Sponsor and each of its respective agencies or related companies have not made nor are in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality.

12. **POTENTIAL WINNERS:**

- a. **Verification.** ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. SPONSOR SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON MAY BE DEEMED A DEFECTIVE ENTRY AND VOID.
- b. **"Prize Notice" via Email or Mail.** Winners will be notified via email at the end of the Promotion Period. Entrants are responsible for insuring that all mailing and email information is up-to-date and accurate.
- c. **Conditions of Participation.** As a condition of receiving a prize, potential winners will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, except where prohibited, a Publicity Release, within ten (10) days of the date stated on the prize notification.
- d. **Release.** By participating in this Promotion or receiving a prize, Entrants (and in particular, winners) agree to release, indemnify and hold harmless Sponsor and its respective company's officers, directors, employees and agents (collectively, the "Released Parties") for any liability, injury, death, loss or damages to Entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Promotion (or related activities) or the acceptance, possession or use/misuse of a prize.
- e. **Publicity.** Except where prohibited, participation in this Promotion constitutes winner's consent to Sponsor's or their agents' use of winner's name, likeness, voice, opinions and biographical information for publicity,

advertising, trade or promotional purposes in any media or manner, now known or hereafter devised, worldwide, without further payment, consideration, notice or approval.

- 13. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment, hardware, software or programming associated or used with the Promotion; (2) technical errors, defects, delays or failures of any kind including, without limitation, malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (3) digital or electronic disruptions, e.g., viruses or other security breaches; (4) unauthorized human intervention, e.g., hacking; (5) technical or human error which may occur in connection with any aspect of the Promotion; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion.
- 14. DISPUTES/CHOICE OF LAW:** Except where prohibited, each Entrant agrees that: (i) all issues and questions concerning these Official Rules shall be governed by Texas law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any prize awarded shall be (A) resolved individually, without resort to any form of class action; and (B) filed only in the state or federal courts situated in Travis County, Texas, i.e., Austin, and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (iv) under no circumstances will any Entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special and consequential damages and any other damages, other than for actual out-of-pocket expenses (other than attorneys' fees), and any and all rights to have damages multiplied or otherwise increased.
- 15. PRIVACY:** Personally identifiable information that is submitted by Entrants as part of this Promotion will be used to administer the Promotion, select prize winners and fulfill prizes, and will be treated in accordance with Sponsor's privacy policy.
- 16. OFFICIAL RULES; WINNERS LISTS:** For a copy of these Official Rules and/or a list of winners, mail a self-addressed stamped envelope to the address below. Such requests must be received by Sponsor within thirty (30) days following the end of the Promotion (i.e., by June 30, 2009).

Pasta Harvest Give-Away
c/o Fired Up, Inc.
Marketing Department

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