**Ferrari-Carano + The Pasta Queen PASTA CHALLENGE CONTEST 2024**

**OFFICIAL RULES**

**MUST BE 21 YEARS OF AGE OR OLDER TO PARTICIPATE.  NO PURCHASE OR SMARTPHONE NECESSARY TO ENTER OR WIN. A PURCHASE OR SMARTPHONE ENTRY WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

Foley Family Wines, Inc. dba Ferrari-Carano Winery, 8761 Dry Creek Rd, Healdsburg, CA 95448 and (“Sponsor”) are proud to offer the FERRARI-CARANO + THE PASTA QUEEN PASTA CHALLENGE CONTEST 2024 (“Promotion”) which is administered byMakers & Allies (“Administrator”).

**Promotion Entry Period:** The Sweepstakes will begin at 9:00:01 a.m. Pacific Time (“PT”) on July 12, 2024, and will end at 11:59:59 p.m. PT on August 8, 2024 (“Entry Period”). To be eligible, entries must be made by 11:59:59 p.m. on August 8, 2024. Sponsor’s clock will be the official timekeeper for the Promotion.

**Eligibility:** The Promotion is open only to legal residents of: Alabama, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming; and entrants must be age 21 or older at the time of entry. This Promotion is void where otherwise taxed, prohibited or restricted by law. Officers, directors and employees of Sponsor, its Administrator, The Pasta Queen LLC, Instagram, and, if applicable, their respective parents, subsidiaries, and affiliates; individuals or entities responsible for the development, printing, distribution and implementation of this Promotion (collectively, the “Promotion Entities”); suppliers, distributors and retailers of alcohol-beverage products; and individuals who are employees of or members of the immediate family or household, whether or not related, of any of the foregoing are not eligible to enter the Promotion or win a Prize. The Promotion is subject to all applicable Federal, state, and local laws and regulations.

**How To Enter:** During the Entry Period, entrants may enter through Instagram, as outlined below. **Entrants may enter only once during the Entry Period, regardless of method of entry.**

Instagram: Log into or create your Instagram account, follow @ferraricarano and @the\_pastaqueen on Instagram, post your best, favorite Italian pasta and wine pairing to your Instagram page, tag @ferraricarano and @the\_pastaqueen in your post and use the hashtag #FCPastaChallenge and #Contest in your post. In order for your entry to be valid, your Instagram profile must be public and thus viewable by the Sponsor and its agents. If the entrant’s account is not set to “public”, Sponsor may not view the entry and the entrant may not be eligible to win. Entrant may not use multiple Instagram accounts to enter. If you do not have the Instagram App, you may download it through the application store on your mobile device. Creating an Instagram account is free and is subject to Instagram’s terms of use ([http://instagram.com/about/legal/terms/#](http://instagram.com/about/legal/terms/)).

Each complete entry shall hereinafter be referred to as a “Submission”. Provided an entrant’s Submission conforms to these Official Rules, upon completing a Submission, each entrant will receive one (1) entry into the Promotion.

**Additional Conditions.** The Submission must be in English. Submissions must not include information about any individual under the age of 21.

Submissions will not be returned or acknowledged. Entries are non-assignable.

No other methods of entry are acceptable. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities or any other methods will void that participant’s entry and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void entry by that participant.

Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

Persons who tamper with or abuse any aspect of the Promotion, act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Sponsor’s or Instagram’s terms of service, as solely determined by Sponsor, will be disqualified. The Promotion Entities are not responsible for any Submission that is lost, late, misdirected or undeliverable, inaccurate or incorrect whether due to system errors, omissions, interruptions, deletions, defects, tampering, hacking, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, unauthorized platform access, computer hardware or software malfunctions, failures or difficulties, or other typographical or system errors or failures of any kind whether human, mechanical, electronic, network, or otherwise.

By entering the Promotion, entrants represent and warrant that the Submissions are original works of authorship of the submitting entrant and/or are owned solely by the submitting entrant and do not infringe the rights of any third party. By entering the Promotion or accepting or using any prize, entrants and any other individuals included in a Submission (and if such individuals are considered minors in their state of residence, their parent and/or legal guardian) hereby waive and release, and agree to indemnify, defend and hold harmless, the Promotion Entities, from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Promotion or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Promotion, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, invasion of privacy, or any combination of the foregoing.

By entering, entrants grant a perpetual, royalty-free and worldwide license to Sponsor of all intellectual property rights in their Submissions. Pursuant to the license granted herein, entrants agree that Sponsor shall have the right to use, edit, adapt, modify, reproduce, promote, display, distribute, perform, assign and otherwise use Submissions in any way they see fit without compensation to entrants. If requested, entrants will sign any documentation required for Sponsor or their respective designees to make use of the non-exclusive rights entrants is granting to use their Submissions.

By entering, entrants agree that their Submission may be shared on social media sites or other websites, or otherwise used in any manner, by the Sponsor without compensation to entrant. Without limiting the foregoing, each entrant consents to have the entrant’s Submission made available for public viewing and/or comment on the Internet.

Each entrant further agrees and warrants that the entrant’s Submission shall not: (a) be false, inaccurate, or misleading; (b) infringe or otherwise violate any third party’s copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); and (d) reasonably be considered defamatory, disparaging, libelous, hateful, racially or religiously biased or offensive, indecent, inappropriate, unsuitable, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation, obscene, lewd, crude, vulgar, profane or defamatory; in each case as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify an entry with offensive content or material that it feels is inappropriate in any way. Late entries or entries sent via any method other than as stated above will not be accepted.

In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the Instagram account from which the entry was sent. “Authorized Account Holder” is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be requested to provide Sponsor with proof that the entrant is the Authorized Account Holder of the email address associated with the entry.

Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entrant whose Instagram account, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Promotion or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or violations of law or any other reason set forth herein.

**GRAND PRIZE**:  One (1) Grand Prize will be awarded, consisting of a prize package for a trip for the winner and one (1) guest (“Guest”) to Ferrari-Carano Vineyards & Winery in Sonoma County, California, specifically the Grand Prize will consist of:

* Two (2) airfare vouchers on an airline of Sponsor’s choice for an economy flight within the continental United States (Approximate Retail Value (“ARV”): USD $1,000).
* Two (2) nights’ accommodations (single room, double occupancy) in Healdsburg, CA at the hotel of Sponsor’s choice (ARV: USD $1,000).
* One (1) culinary experience for the winner and Guest at Ferrari-Carano Vineyards & Winery (ARV: USD $200).

TOTAL ARV OF PRIZE: USD $2,200

Odds of winning depend on number of eligible entries received. The prize consists of only the elements stated above.

**Prize Conditions.**

The winner and Guest must each be 21 years of age or older and winner must be a legal resident of Alabama, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming at the time of entry.

All elements of the prize must be used for the date(s) designated by Sponsor or winner forfeits prize. All other expenses and incidental costs not expressly stated in the prize descriptions above, including but not limited to, ground transportation, meals, incidentals, parking, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees (including, without limitation, checked bag fees), service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are the responsibility solely of winner. Winner may not resell, substitute or transfer prize offered or any portion thereof, however, Sponsor reserves the right to substitute a prize with a prize of equal or greater value. Flights and lodging must be booked within ninety (90) days of Notification. The prize must be redeemed by March 31, 2025. Flights, lodging, and culinary experience cannot be rescheduled.

Flights must be round-trip. No refund or compensation will be made in the event of the cancellation or delay of any flight. Flights and accommodations are subject to availability (excluding major U.S. holidays) and blackout dates. Flights and accommodations are subject to the terms and conditions set forth herein and those set forth by the airline and hotel, respectively, as detailed in the passenger ticket contract, airline terms and conditions, hotel accommodation contract, and hotel terms and conditions, as applicable. Expiration dates for airline tickets will not be extended, and tickets will not be refundable or redeemable for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets are not transferable and may not be sold to a third party. Government issued ID required to travel.

Sponsor reserves the right to change the date(s) of prize execution in its sole discretion. In the event that a potential winner is unable to use the prize on the date(s) scheduled by Sponsor, potential winner forfeits the prize. Winner may be required to provide a credit card at time of hotel check-in and winner shall be responsible for any security deposit required for hotel stay. Guest must travel on same itinerary and at the same time as the winner. Winner and Guest will be required to comply with all airline, hotel, and venue policies and restrictions (including, without limitation, public health guidelines). Culinary experience included as part of the prize package is to be determined by Sponsor at its sole discretion.

Actual value of prize may vary and if the actual value of the prize or any portion thereof is less than the ARV set forth in these Official Rules, no cash equivalent will be awarded. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Sponsor is not responsible for damage to a prize or loss of a prize after the prize has been claimed. Winner is solely responsible for any taxes on the prize, including, but not limited to all applicable federal, state, and local taxes that become due with respect to the value of the prize.

**Winner Selection, Notification, and Prize Claims**: The potential winner with the best pasta and wine pairing photo will be selected on or about August 12, 2024, among all eligible entries (the “Selection Period”). The potential winner will be contacted via Instagram direct message from Ferrari-Carano’s Instagram account within three (3) business days following the conclusion of the Selection Period (the “Notification”). The potential winner will be required to sign and return, within two (2) days of receipt, an Affidavit of Eligibility/Liability/Publicity Release (the “Paperwork”) in order to claim the Prize. If a potential winner fails to return the Paperwork within that time, if the winner cannot be reached, or if an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential winner will be disqualified and a runner-up winner may be notified. Even if the name of a potential winner is publicly announced, the potential winner must complete all documents provided and be confirmed by Sponsor prior to receiving the prize. Once a potential winner has been confirmed by the Sponsor, except where prohibited by law, the winner’s Submission and acceptance of the prize constitutes permission for the Promotion Entities to use said winner’s Submission, name, photograph, likeness, statements, biographical information and voice on a worldwide basis, and in all forms of media, in perpetuity, without further compensation.

**Privacy**:  Email addresses may be stored if supplied, and entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor’s privacy policy.  Sponsor uses commercially reasonable efforts to comply with Federal CAN-SPAM guidelines, and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email.  Entrants understand that they are providing their information to Sponsor. By entering the Promotion, each entrant acknowledges that his/her first and last name and hometown may be announced online, in winners lists, and including but not limited to, Sponsor’s social media channels. Except where prohibited, acceptance of any and all Prizes constitutes consent by the winner to use his/her name, voice, picture, likeness and biographical data for advertising and promotional purposes without any additional compensation. Each entrant further hereby acknowledges and agrees that if he/she is chosen as a winner for any prize, certain of his/her identifying information may be disclosed to third parties (at least as permitted or required by law), including, without limitation, on an online page listing prize winner(s). Information collected from entrant will be treated by Sponsor in accordance with Sponsor’s privacy policy, available at https://www.ferrari-carano.com/privacy-policy/, and with due regard to entrant’s privacy. Entrants should be aware that Sponsor may be collecting non-public, personally-identifiable information about them in connection with the operation of the Promotion (see privacy policy for more details). Entrants’ information will be hosted in the United States.

**Additional Terms and Conditions:**

If, for any reason, the Promotion cannot be executed as planned, including, but not limited to, any governmental order, *force majeure*, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Promotion and, if terminated before the original end date, to select the potential winners from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

No transfer or substitution of prize (or any portion thereof) or cash redemption permitted, except as provided herein or at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value in the event that the advertised prize (or portion thereof) is unavailable. Sponsor further reserves the right, in its sole discretion, to offer a cash alternative for prize; however, the cash alternative may be less than the stated ARV of the prize. **All federal, state and local income taxes on the prize are winner’s sole responsibility.** Winner will be issued an IRS Form 1099 for the value of his/her prize. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

Sponsor will not replace any lost or stolen Prizes.

SPONSOR’S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE PROMOTION AND THE SELECTION OF POTENTIAL WINNER ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. 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 SCREENSHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED. PARTICIPATION CONSTITUTES ENTRANT’S FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES.

**Releases:** By entering or accepting the prize (if awarded to him/her), entrant agrees to indemnify, release, defend and hold harmless the Sponsor, Administrator, The Pasta Queen LLC, Instagram, and their respective parent companies, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the “Released Parties”), from and against any and all liability for any claims (including but not limited to third-party claims) arising from or relating to loss, harm, damage, injury, cost or expense whatsoever including, without limitation, claims alleging property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy that may arise from or in connection with participation in the Promotion, including but not limited to, prize winner’s Promotion entry; use of prize winner’s name, likeness, biographical information, signature, image or likeness; prize winner’s receipt, possession, acceptance, use and/or misuse or inability to use any prize or part thereof or participation in prize-related activities, including, but not limited to, injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Promotion; (d) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (e) 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 or receipt or use or misuse of the prize. If for any reason an entrant’s entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant’s sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**Warranty Disclaimer:** By accepting the prize, winner acknowledges that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize or any component thereof, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

**Limitations of Liability**: By participating or accepting a prize (if applicable), entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of California; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including, but not limited to, costs associated with entering this Promotion, but in no event attorneys’ fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, 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 THE ABOVE MAY NOT APPLY TO YOU.

**Choice of Law**: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants’ rights and obligations, or the rights and obligations of the 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 California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than California.

**Severability**: 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.

**Construction:** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**Winner’s Lists and Official Rules:** A winner’s list may be obtained by mailing a self-addressed stamped envelope to: Foley Family Wines, 200 Concourse Blvd., Santa Rosa, CA 95403. All requests for the winners list must be postmarked by October 1, 2024, and received by October 15, 2024. Requests will be fulfilled after the winner is verified. For official rules and prize descriptions, see https://www.ferrari-carano.com/the-pasta-queen-nadia-munno-ferrari-carano/.

**This Promotion is void where prohibited or restricted**. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.

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