

Terms and Conditions for artistic Competition
"Pasta Competition" International Cooking Competition

1. Name of the promoter company

Rainbow S.p.a.

2. Title of the Competition

"Pasta Competition" International Cooking Competition

3. Territory

UK

4. Term of the Competition

The competition will take place from 1st September to 31st October.

5. Participants

If Participants are younger than 18 years, they should have a specific consent from both parents or other person with parental responsibility.

Employers of the Promoter Company are excluded from the Competition as well as all persons with a professional, family or collaborative connection with the organization of the Contest itself.

6. How to participate

Parents can participate by uploading the recipe (ingredients and process) and a picture of their creation using the dedicated form on 44 Cats Official WebSite www.44cats.tv/en.

Participation in the Competition is totally free.

It is understood that the Promoter Company reserves its right to exclude from the Contest Material/photo that, in its sole discretion, do not comply with the present terms and conditions and/or are deemed insufficient or contrary to applicable laws and/or are not in principle with the purpose of the Competition and/or with the image of the Promoting Company and/or the brand "44 Cats" and/or bring back different brands.

Each Participant will also:

- declare to be the sole owner of all intellectual rights of the Material/photo, including but not limited to copyrights, poses, names, nicknames, abbreviated names, titles, costumes, emblems, powers, characteristic concepts, themes etc.;
- declare that all of the aforesaid rights are original and owned by the Participant and in his availability without limitation of time, territory or way of diffusion;
- declare that the uploaded Material/photo is original and does not affect the rights of any third parties and indemnifies the Promoter Company and hold Promoter Company harmless from any third party's claim;
- grant free consent to the Promoter Company and all its affiliates to the free use of uploaded Material/photo including but not limited to publication, diffusion and exploitation in perpetuity and throughout all the world, by any form whatsoever and technically conceivable and/or feasible in the future.
- subscribe the release to the use of the Material/photo and to indemnify the Promoter Company and hold Promoter Company harmless from any liability and any prejudicial effect connected with it;
- in the event of win, the participant will give his consent to the publication of his name and surname and, in case of a minor Participant, the consent will be subscribed by persons with parental responsibility.

7. Evaluation of Works and Rankings of the Competition

All the uploaded Material will be examined by the Promoter Company using a jury composed of two or more members, one of which will be Benedetta Rossi, famous Italian Food Blogger.

The jury will meet at the headquarter of the Promoter Company and, based on criteria such as recipe, style, etc...will rank the recipe among all those uploaded and will choose the best ten.

The opinion expressed by the commission is indisputable and the jury is not required to justify the choice of the five finalists and/or the winner.

8. Nature and value of the awards:

- Award for the winner:

A family trip to Bologna (Italy), home of Italian Pasta for up to five people with £500 spending money.

The trip includes flights, two nights B&B accommodation and hotel transfers in Italy. The winners will need to arrange UK transfers.

The prize is to be taken in 2021 but excludes July and August (or possibly 2022, depending on the Covid situation).

All entrants must agree to partake in any publicity requirements, particularly the winning family. No alternative prize. Judge's decision is final.

- Awards for the second place:

44 Cats kitchen by smoby

9. Assignment and delivery of award

The winner will be informed by phone and / or by e-mail and, within 20 days of the competition closing and according to the conditions provided, will have to confirm the acceptance of the award.

In case of refusal of the award, the award will be assigned to the second Material of the list and so on until the actual allocation of the award. In any case each participant who refused the award will not receive another award and/or money.

10 . Promotion of Terms and Conditions of the Competition

The present terms and conditions of Competition will be made entirely available on the website 44cats.tv/en and on 44 Cats Official Social Channels in dedicated section.

11. Promotion of the Competition

- Advertising on the Official 44 Cats Website
- Dedicated campaign on 44 Cats Social Media (FB-IG)
- Dedicated campaign on Partners Social Media (FB-IG)
- Material Promo on YouTube
- Partnerships with bloggers/influencers
- Partnerships with cooking schools
- Media Partners
- Press Office

Advertising messages that will be communicated to all potential recipients will be consistent with the present terms and conditions of Competition.

12. Processing of personal data

According to its legal duties as defined by European Law n. 679/2016 the Personal Data of the participants will be acquired by Promoter Company for the performance of the Competition.

The participation of each person in this Competition also constitutes an unconditional consent to the use of non-sensitive personal data and their registration solely for the purposes of the Competition by the Promoter Company. The editor of the file is the Promoter Company exclusively for the purposes of the competition, while the above data is compiled into a database maintained by the Promoter Company. The purpose of creating the file is to highlight the winners of the above competition. The data may be forwarded to partners of the Promoter acting on or on behalf of the Promoter solely for that purpose.

The Participants' Personal Data will be processed, retained and stored using computer information systems, mechanical and manual systems.

Promoter Company has an internal information technology network where the processed Data is saved, retained and conserved from any risk of destruction, modification, and cancellation.

The Data collected and retained is preserved from any unauthorized access by means of a multilevel password security system and by mean of physical, logistical and electronic security measures.

Personal Data collected under this Contest will be accessed by the management limited to the Contest.

Each Participant has at any time the possibility to exercise its rights and obtain the cancellation, the transformation in anonymous form, the block of his data that is processed in lack of compliance with the above mentioned laws by sending written notice to:

- Rainbow S.p.a. -
Via Brecce - 60025 Loreto (AN)
Italy

13. Fulfillment and guarantees

In no event the Promoter Company shall be liable for failing to link to the Internet websites indicated in the present terms and conditions of Competition and dedicated to the Competition as well as for any problems caused by computer configuration and connection mode to the user's Internet network.

In no event the Promoter Company shall be liable for any incidental or consequential damages.

In no event the Promoter Company shall be liable for any event that is not attributable to its own conduct that may impair the right to recognition as well as for costs and/or claims of any third party connected and/or arising out of the Art Competition and/or the lack of recognition. Consequently, Participants will not be able to make any claim or claim of any nature for damages resulting from the failure to recognize the award.

Likewise, in no event the Promoter Company shall be liable for any access, impediment, malfunction or difficulty regarding technical instruments, computers, telephone lines, cables, electronics, software, transmission and connection, the Internet connection that may prevent associations / schools from accessing the websites mentioned in the present Terms and conditions.

14. Miscellaneous

Each Participant declares to the Promoter Company under its own responsibility to be the sole owner of all intellectual rights of the material and to be legally entitled to use those rights for the purposes of the contest.

Each Participant authorizes the Promoter Company and all its affiliates to use and spread the Material. It is understood that the Promoter Company will not be considered responsible for any use and / or abuse that third parties may make in relation to such diffusion. And according to the below Travel Terms and Conditions.

Each Participant undertakes to indemnify and hold the Promoter Company and related parties or its subsidiaries and / or controllers, their representatives, employees and any partners, harmless of any damages, costs and / or expense, arising out of or related to any claims and / or actions by third parties that are based on the fact that the Material violates any applicable law or is liable to rights including but not limited to, copyright or related rights, image or other personality rights such as name, honor, modesty, and so on.

Each Participant irrevocably assigns, free of charge, any and all rights, title, and interest in such Material to the Promoter Company, any right of any use and economic exploitation in relation to the Material, including the possibility of any further use as well as any further rights derived from the exploitation of the Material all over the world, through every form and manner technically conceivable and / or feasible in the future, forever.

Responsibility. In no event the Promoter Company shall be liable for failure to notify the Recognition, due to incorrect indication by each Participant of the data and information required for participation in the Competition.

Promoter Company reserves the right to modify the present terms and conditions of the Competition if this is deemed necessary. Any such modification will be an integral part of these terms and conditions and will be effective from publishing the modified terms on its Site. Promoter Company does not assume any responsibility for any such change. Participation in the competition involves full and unconditional acceptance of the terms of the Website, the Competition terms, the Promoter's Privacy Policy and the explicit and unconditional acceptance of all of the present terms and conditions and implies the consequent waiving of any relevant claim against the Promoter Company.

The results of the competition will be announced on the website 44cats.tv/en as well as may be published at the discretion of the Promoter Company. Participants do not have or acquire any right whatsoever on the marks, names, emblems, emblems and other insignia of the station, the Promoter Company and the affiliated companies. The participants / winners of the competition provide their consent and authorization to the Promoter Company to view the program and / or the results of the competition through radio, television, print and electronic press, and also the INTERNET and digital assets, web-site & FB / TW page. Thus, the Promoter Company and its affiliates reserve for themselves the right to use and publish for promotional purposes the list of winners, photos, films and Materials and may use any news item related to this Competition for promotional purposes, and participation in this Competition automatically provides for this consent and the assignment of the necessary copyright free of charge. Participants/winners should agree that their participation in any of the actions provided herein, including but not limited to their photographic use and the use of their name, city of residence and statements of competition, according to the content of this do not violate his/her rights to the personality otherwise they shall waive any claim or objection.

Participants declare that they have read the present terms and conditions of Competition and to approve it indiscriminately in each part thereof and to exempt the Promoter from any civil and criminal liability in connection with their participation.