

WIN A FREE TRIP TO ITALY PROGRAM

Last updated: JANUARY 1, 2023

1. TERMS OF USE

Get rewarded for spreading the word about Big Mama's & Papa's Pizzeria's new creation - BIG PAPA'S SLICE. Order BIG PAPA'S SLICE and Create a 30 to 60 second Video Clip of Yourself with BIG PAPA'S SLICE and in case if your Post / Video Clip is chosen as a qualified winner and you will win a 7-DAYS STAY ON A CRUISE SHIP IN ITALY from your friends at Big Mama's & Papa's Pizzeria ("BMPP") and Expedia Cruises ("Travel Arranger"). Please review the terms & conditions below before entering this program.

1.1. Definitions and Explanations

In these Terms of Use, the following terms have the following meaning.

- a. **"ARV"** means Approximate Retail Value.
- b. **"BMPP"** means Big Mama's & Papa's Pizzeria.
- c. **"Entrant"** is the person who is going to enter the contest by making a 30 to 60 video clip as described in these Terms of Use.
- d. **"Qualified Winner", "Prize Winner" or "Winner"** is the winner of the Prize.
- e. **"Prize"** is a round trip for two people that a 7 day stay on a cruise ship in Italy with room accommodation along with a basic meals package.
- f. **"Video Clip"** means a 30 to 60 seconds clip by an Entrant for the Prize of winning a round trip to Italy.
- g. **"Parties"** is a collective term to describe "BMPP", "Expedia Cruises" and the "Entrant" for the purpose of these Terms of Use.
- h. **"Program"** means this entire program (WIN A FREE TRIP TO ITALY) put together by BMPP and Expedia Cruises.
- i. **"Travel Arranger"** means Expedia Cruises which is the official Travel Arranger of BMPP for this Program.
The travel arranger is no party to the contest and does not represent in any way the contest's rules and regulations. The travel arranger will help coordinate the winner(s) travel experience based on BMPP contest rules and any deviation from the rules/requirements will be at a cost to the winner. Any questions/concerns regarding the rules and regulations of the contest to be directed to BMPP
- j. **"State"** means the State of California unless explained otherwise.

2. WIN A FREE TRIP TO ITALY PROGRAM EFFECTIVE START DATE:

These Terms and Conditions (the "Terms") apply to BMPP's WIN A FREE TRIP TO ITALY Program (the "Program"). By entering the Program, you agree to be bound by these Terms and BMPP's Privacy Policy.

3. DETAILS OF THE PROGRAM

The qualified winner will get to stay on a cruise ship in Italy with room accommodation along with a basic meals package. There can only be one package for the winner and it will be selected by BMPP and Expedia Cruises.

3.1. Details of Cruise Ship Traveling To Different Parts of Italy

This shall have an ARV of \$7,000 USD including:

- Two Round-Trip Airline Tickets.
- Stay on a cruise ship for 7 days with basic features which shall include meals and drinks.

The winning prize 7 days cruise ship stay along with meals/drinks that are covered in the most basic package. Apart from that, no other compensation of any sort will be provided to the winner. Any other expenses such as daily meals, minibars, room movie rentals, in-room services, leisure activities on a cruise ship, casinos expenses, shopping expenses and other guest services shall be borne by the winners themselves. Any other expenses such as visiting tourist attractions or medical-related expenses shall also be covered by the winner of the prize from his/her own pocket. In no way or case shall the BMPP and travel arranger be forced to pay anything other than the expenses described above.

In addition, there is a limit of one (1) free trip to Italy per qualified winner. There is no limit to the number of entries an individual can submit while the program is in effect. Please note that BMPP will determine, in its sole discretion, whether an entry is a qualified winner and thereby enabling the entering individual to be eligible to receive A Free Trip to Italy. The selection of the winning package shall also be at the sole discretion of BMPP. This Prize Program is subject to all applicable Federal, State, and local laws.

4. PROGRAM ELIGIBILITY

4.1. Who is Eligible to Participate?

- Legal residents (including the persons who are temporarily living in California) of the State of California, County of Los Angeles - who are 18 years of age or older at the time of entry.
- Customers of BMPP purchase a BIG PAPA'S SLICE from their local BMPP. Online, In-Store, or Over the Phone.
- In the case of cruise ship travel, the entrants must be at least 18 years old.

4.2. Who is Not Eligible to Participate?

- Employees, contractors, directors, and officers of BMPP, its parent, subsidiaries, affiliates, sales representatives, advertising, promotion, and judging agencies, all other service agencies involved with the Program, and members of each of their immediate families (spouses, parents, grandparents, children, and siblings, and their respective spouses) and those living in the same household of each (whether or not related) are not eligible to enter or win. Participation in the Program constitutes the Entrant's full and unconditional agreement to, and acceptance of, these Official Rules and any terms or conditions.

5. ENTRY REQUIREMENTS

The qualified winner of the 'Win A FREE TRIP TO ITALY' program must meet the following criteria:

5.1. A "Qualified Winner" Is A Customer Who:

- Purchases a BIG PAPA'S SLICE from their local BMPP.
- Creates a Video Clip while following the Entry Guidelines provided in these Terms of Use.
- Uploads the Video Clip to the Instagram social media platform and send us the link.
- Enters the Program through the Program Entry Form.
- Produces a Video Clip that was chosen by BMPP as a winning submission.

6. ENTRY GUIDELINES

The following guidelines must be followed when creating your Video Clip for Entry into the Program:

- You must own all the rights and have the right to grant BMPP and Travel Arranger a license to use the Video Clip (including any material embodied in the Video Clip).
- You must upload a High-Resolution Video Clip.
- The Entrant cannot be sexually explicit or suggestive, unnecessarily violent, or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity, any materially dangerous activity, or any inappropriate content.
- The Entrant cannot promote alcohol, illegal drugs, depict gambling references or tobacco use, 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.
- The Entrant cannot be obscene or offensive, defamatory, libelous, threatening, harassing, or endorse any form of hate or hate group.
- The Entrant cannot defame, misrepresent, or contain disparaging remarks about BMPP and Travel Arranger or their products or other people, products, or companies.
- The Entrant cannot infringe on any trademarks, logos, copyrighted works, trade dress (such as distinctive packaging or building exteriors/interiors), or any intellectual property owned by others (including but not limited to music, photographs, sculptures, paintings, and other works of art or images, published on or in websites, television, movies, or other media); BMPP and Sponsor do not permit the infringement of others' rights and any use of materials not original to the Entrant (except copyrighted materials owned by BMPP and Travel Arranger) is grounds for disqualification from the Program. Do not copy your favorite movie, book, or photo or include materials, images, graphics, music, or trademarks belonging to any third parties or incorporate the names, voices, likenesses, or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use the same in connection with your Entry and grant the rights herein granted to BMPP and Travel Arranger. The Entry cannot (in the sole discretion of BMPP and Travel Arranger) advertise or promote any brand or product of any kind other than BMPP's and Travel Arranger's, including, but not limited to, any of BMPP's and Travel Arranger's competitors, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses, or street addresses without permission.
- The Entrant cannot contain materials infringing on any individual's right of publicity unless you have express permission from that person to use his/her likeness and performance in connection with the Program.
- The Entrant cannot communicate messages or images inconsistent with the positive images and/or goodwill to which BMPP and Travel Arranger wish to associate.
- The Entrant cannot violate any law or otherwise be inappropriate; all as determined by BMPP and Travel Arranger in its sole discretion.

6.1. Ownership and Use Of Entered Video Clip

- BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON ANY OF BMPP'S AND TRAVEL ARRANGER'S WEBSITE(S) AND SOCIAL MEDIA, IN BMPP'S AND SPONSOR'S DISCRETION. Submission of an Entry grants BMPP and Travel Arranger and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform, adapt, edit, and/or modify the Entry in any way, in any and all media, without limitation, and without consideration to the Entrant.
- By entering, Entrants (i) acknowledge compliance with the official rules of these terms, including all eligibility requirements and, (ii) agree to be bound by all decisions of BMPP and Travel Arranger, made in its sole discretion, which shall be final and binding in all matters relating to this Program. All issues of interpretation are to be decided by BMPP and the Travel Arranger.

Decisions of BMPP and Travel Arranger are final and binding in all matters. Entrants who have not complied with these Official Rules and the Post are subject to disqualification and all associated Entries will be void.

- BMPP and Travel Arranger are not responsible for late, lost, damaged, stolen, misdirected, mutilated, garbled, illegible, or incomplete submissions of Entries. Proof of transmission (screenshots or captures of Entry, etc.) and/or submission does not constitute proof of delivery. BMPP and Travel Arranger's clock is the official timekeeping device for this Program.
- BMPP and Travel Arranger reserve the right to disqualify any Entrant's Entry in the Program or entitlement to a prize, if, in the sole discretion of BMPP and Travel Arranger, it determines or suspects that the Entrant has attempted to undermine the legitimate operation of the Program by cheating, hacking, deception, or other fraudulent, deceptive, or unfair playing practices (including any Entries generated by script, macro, robotic, programmed, or any other automated means or any other means which subvert the entry process).
- As a condition of entering, Entrants (or their parent or legal guardian if an eligible minor) agree to release BMPP and Travel Arranger and each of their officers, directors, employees, and agents, from any and all liability, loss, or damage incurred with respect to participating in the Program or the awarding, receipt, possession, and/or use or misuse of any prize or any item redeemed therewith.
- All issues and questions concerning the construction, validity, interpretation, and enforceability of the Program's Official Rules, or the rights and obligations of the Entrant and BMPP and Travel Arranger in connection with the Program, shall be governed by and construed in accordance with, the laws of the State of California without regard to any other conflicts of law principles. All Entrants consent to the jurisdiction and venue of the courts located in Los Angeles County in the State of California.

6.2. Consenting Acknowledgement By Entrant

By submitting an Entry, you as an Entrant to our program hereby warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; and (e) and that posting of the Entry via various media, including internet posting, will not infringe on the rights of any third party. Any such Entrant will indemnify and hold harmless BMPP and Travel Arranger from any claims to the contrary

7. QUALIFIED WINNER NOTIFICATION

Each qualified winner will be contacted VIA Instagram Direct Message and/or E-Mail to be notified of winning. In addition, the name of the winning Entrant will be posted on the website and social media pages of BMPP and the Travel Arranger.

7.1. Prize Details and Explanations

- The details of the winning prize are as follows:
 - Two (2) tickets to Italy.
 - Free stay for 7 days on a cruise ship along with basic meals and drinks for two (2) people.
- The prize is not transferable or redeemable for cash and must be accepted as awarded, with no substitutions of any kind, except by BMPP and Travel Arranger, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion.

- All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are each winner's responsibility, regardless of whether the prize is used in whole or in part.
- The winner may be asked to provide a fresh COVID test clearance test or certificate.
- A lot of cruise ships only accept adult tourists. The burden of proof shall be upon the winner to prove whether he/she and his/her accompanying guest are both 18 years old or above.
- The winner may be required to show proof of making the video clip with proof of materials used in the video clip.
- The winner may be required to provide BMPP and the Travel Arranger with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes.
- All prize details are at BMPP and Travel Arranger's sole discretion. The contact notification will include instructions on how to claim the prize.
- Any prize won by an Entrant who is eligible but still considered a minor in the State will be awarded to a parent or legal guardian of such a minor who must sign and return all required documentation outlined herein and otherwise comply with all requirements imposed on winner(s) set forth herein.
- Any parent or guardian of a minor can claim the prize instead of the minor but the ARV of the prize will remain as is.
- If the winner is found to be ineligible, or not in compliance with these Official Rules and/or the Post, declines to accept a prize, if BMPP and Travel Arranger are unable to contact the winner within ten (10) business days of attempting contact, or in the event that a prize notification or prize is returned undeliverable, the prize may be forfeited. Potential prize winner (or parent/legal guardian where applicable) may be required to furnish proof of identification and sign, complete, and return an Affidavit of Eligibility/Liability Release and, where lawful, a Publicity Release, within seven (10) days of attempted notification or prize may be forfeited.
- Promotion Entities shall not be held responsible for any change of email address or other contact information of Entrants, or for any delays in awarding prizes for any reason outside of their control.

7.2. Consenting Statement By Qualified Winner

Qualified Winner acknowledges that Promotion Entities have not made nor are in any manner responsible or liable 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, mechanical condition, or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturer's terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

7.3. Travel Documentation And Identification

The winner(s) of the prize is responsible to make sure that they have valid documents to travel abroad. This includes a passport and government-issued ID. Winners may be barred from traveling if there are any mistakes or issues in their IDs and passports for which BMPP shall not be held responsible in any way. In case a winner is denied at the airport (whether in the USA or outside the USA) they will not be compensated in any other way and the Prize shall be assumed to be surrendered or forfeited by the winner(s). In addition, special documentation is required for minor children traveling with or without

their parents. If traveling with children, please check with the supplier before departure for any specific policies or restrictions.

8. CONSENT TO USE LIKENESS, CONTENT AND PROMOTION BY QUALIFIED WINNER

Acceptance of a prize constitutes the prize winner's permission for BMPP and Travel Arranger and its designees to use the prize winner's name, photograph, video footage, likeness, voice, biographical 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 unless prohibited by law.

9. DISCLAIMER

Entries posted to the website are not edited by BMPP and Travel Arranger and are the views/opinions of the individual Entrant and do not reflect the views of the promotion entities in any manner. Any waiver of any obligation hereunder by BMPP and Travel Arranger does not constitute a general waiver of any obligation to Entrants. BMPP and Travel Arranger reserve the right to waive the Program's Entry requirements set forth herein in its sole discretion. BMPP and Travel Arranger reserve the right, in their sole discretion, during or upon completion of the Promotion Period, to request that any Entrant resubmit his or her Entry that fails to comply with the Program's Entry requirements. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place BMPP and Travel Arranger under any obligation, that BMPP and Travel Arranger are free to disclose the Entry and the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. BMPP and Travel Arranger reserve the right to, and may or may not, monitor/screen Entries. By entering, you acknowledge that BMPP and Travel Arranger have no obligation to use or post any Entry you submit. You acknowledge that, by acceptance of your Entry, BMPP and Travel Arranger do not waive any rights to use similar or related ideas previously known to BMPP and Travel Arranger, or developed by its employees, or obtained from sources other than you.

ALL ENTRANTS ARE SUBJECT TO VERIFICATION BY PROMOTION ENTITIES AT ANY TIME DURING THE PROMOTION PERIOD (AT THE SOLE DISCRETION OF BMPP AND SPONSOR) AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT MAY BE CONFIRMED AS A WINNER OF ANY PRIZE.

10. BINDING ARBITRATION

Any controversy or claim arising out of or relating to this Program shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for the claimant), or at such other location as may be mutually agreed upon by the parties (BMPP and the Entrant), in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, BMPP and Travel Arranger will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deem necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the JAMS Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting

provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor BMPP and Travel Arranger shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROGRAM IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE WIN A FREE TRIP TO ITALY PROGRAM, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

11. PROGRAM OPERATION

BMPP and Travel Arranger reserve the right in its sole discretion to cancel, modify, or suspend this Program at any time, if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity, or proper play of the Program. In the event of cancellation, BMPP and Travel Arranger reserve the right to select the winner(s) from among all eligible, non-suspect Entries received up to the time of such cancellation. In no event will BMPP and Travel Arranger be liable for more than the stated number of prizes.

Promotion Entities do not warrant that access to the Program will be uninterrupted. Promotion Entities are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, Web sites, or other connection, availability or accessibility problems arising in connection with or over the course of the Program; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions or hardware or software malfunctions, failures, or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical, or other errors in connection with the administration of the Program, the processing of Entries, the offering or announcement of any prize or in any Post or prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Program, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in

connection with the Program; or (f) damage to a user's computer system occasioned by participation in this Program or downloading any information necessary to participate in this Program.

12. TRAVELING SAFETY DISCLAIMER

It is the responsibility of the Qualified Winner to familiarize themselves with the destination(s) they are visiting. Moreover, it is possible that you might come into contact with a viral infection, pandemic or endemic so may get sick during travel for any reason whatsoever. Please note BMPP and Travel Arranger will not cover any liability that might result from you getting sick. Therefore, it shall be your responsibility to discern the risks before going on a travel or cruise ship trip. In any case, BMPP and Travel Arranger are not responsible for personal injuries, death, property damage or other damages or expenses resulting from causes outside of their control.

13. SPECIAL DIETS AND FOOD DISCLAIMER

Although, nowadays you can find any food everywhere in the world, however, if you are on some kind of specific diet or food you may not find it in Italy and especially on the cruise meals menu. Please make special dietary arrangements for yourself and for your companion. BMPP and Travel Arranger shall not be responsible if you cannot find any specific food or your favorite food.

14. LEGAL DISCLAIMER

Any attempt by an Entrant or other individual to deliberately damage any website or undermine the legitimate operation of this Program, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, BMPP and Travel Arranger reserve the right to seek remedies and damages from any such individual to the fullest extent permitted by law which shall also include criminal prosecution. Any Entrant engaging in any of the foregoing activities may be disqualified (and all associated Entries will be void) and will forfeit any prize won.

15. SERVICES DISCLAIMER

To the maximum extent permitted by law BMPP and the Travel Arranger shall not be liable for any conduct or actions taken by the Qualified Winner during his/her trip and stay in Italy. In addition, BMPP and Travel Arranger will not take any responsibility for any incidents or circumstances a Winner might face during his/her stay on the cruise. The scope of service of BMPP and Travel Arranger is only limited to plane tickets and accommodation on the cruise ship. ther than that the BMPP and Travel Arranger will not take and henceforth will not be responsible for anything else. By stating this BMPP and Travel Arranger forever disclaim themselves from any possible liabilities resulting from services in relation to the Program.

16. RELEASE OF CLAIMS

The Entrants, participants and general users of our services and our Program shall indemnify, defend, hold harmless, protect and defend the owner, team and staff members or anyone associated with BMPP and the Travel Arranger from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including attorney fees, arising out of or resulting from any cause of action for any reason whatsoever including but not limited to the negligence or misconduct in connection with anything in relation to the Win A Trip To Italy program or any of our service. If any such legal claim, demand, or lawsuit arises or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, Italy, or any other country, or under any theory of law or equity, the Entrants, participants and general users will indemnify, hold harmless and defend the owner,

team and staff members or anyone associated with BMPP and the Travel Arranger from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against BMPP and the Travel Arranger.

17. ACCESSIBILITY

The invalidity or unenforceability of any provision of these Official Rules or the Post 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 and the Post 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.

18. MODIFICATIONS

BMPP reserves the right to modify these terms and conditions as well as terminate the program at any time, at its sole discretion, without notice.

19. PRIVACY

To review our privacy policy, please visit the website of BMPP to see how BMPP uses personal information obtained in connection with this Program. This Program is only sponsored, endorsed, or administered by BMPP and Travel Arranger. The information you provide will only be used as provided in BMPP's privacy policy. If you are selected as a winner, your information may also be included in a publicly available winner's list. Any questions or comments regarding this Program shall be directed to BMPP and Travel Arranger.

20. COPYRIGHT WARNING:

If you have a reason to believe that your copyrighted work has been used anywhere on our website or social media page that constitutes copyright infringement, please provide us with information according to the method stated below. This procedure has been drafted in accordance with the Digital Millennium Copyright Act ("DMCA").

All infringement notifications must be submitted in writing to our DMCA Agent at the email address listed below, and must include the following:

- a) Any kind of Identification of the infringed copyrighted work(s).
- b) Identification of the material or link allegedly hosting the infringing content.
- c) Details of the owners whose copyrighted work is being infringed. Details may include information such as mailing address, e-mail address, and telephone number.
- d) The authorization statement of the claimant with the following wording:
 - (i) "I hereby state that I have a good faith belief that the use of the copyrighted material is not authorized by the copyright owner, its agent, or the law," and
 - (ii) "I hereby state that the information in this Notice is accurate and under penalty of perjury, that I am the owner or am authorized to act on behalf of the owner of the copyright that is allegedly infringed;"
- e) The full name and electronic or physical signature of the copyright owner or the copyright owner's agent.

Please make sure to contact us according to the above-mentioned procedure to resolve your issues.