

Barilla #ShareTheTable Promotion Terms and Conditions

1. Eligibility: Barilla #ShareTheTable Promotion (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry. Employees of Barilla S.p.A. ("Barilla"), Carrot Creative, LLC, and any of their respective parent and affiliate companies, dealerships and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Barilla America, Inc., 1200 Lakeside Dr., Suite 150, Bannockburn, IL 60015
Administrator: Carrot Creative, LLC, 45 Main Street, Suite 1200, Brooklyn, New York 11201.

3. Agreement to Terms and Conditions: Participation in this Promotion constitutes entrant's full and unconditional agreement to these Terms and Conditions and Sponsor's and Administrator's decisions.

4. Timing: The Promotion begins on February 20, 2014 at 9:00 a.m. Eastern Time ("ET") and ends on April 30, 2014 at 11:59 p.m. ET (the "Promotion Period").

5. How to Make a Submission: During the Promotion period, you can make a submission to the Promotion by uploading a photo or video of yourself and your family around the dinner table to Instagram or Twitter and tagging it with the hashtag #ShareTheTable, collectively referred to as your submission ("Submission"). You may also make a Submission by uploading a photo or video of yourself and your family around the dinner table to Barilla's official Facebook page. By uploading your Submission, you agree that your Submission conforms to the Photo/Video Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may decide not to consider your Submission and disqualify you from the Promotion if it believes that your Submission fails to conform to the Guidelines and Restrictions or is otherwise not in compliance with these Terms and Conditions.

Photo/Video Guidelines:

- The Submission cannot have been submitted previously in a promotion of any kind.
- The Submission must show you and your family around the dinner table.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, its products or services, Administrator or any other person or party affiliated with the Promotion;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, or those in which entrant has a limited license to use to incorporate in his/her Submission in this Promotion;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;

- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

Representations and Warranties:

- Entrant represents and warrants that entrant owns all intellectual property rights in all material submitted as part of the Submission including, but not limited to, all privacy, publicity, copyright and trademark rights, and that the Submission does not contain material that violates or infringes another's rights;
- Entrant represents and warrants that entrant created all images and artwork included as part of the Submission;
- Entrant represents and warrants that none of the material submitted as a part of, or in conjunction with, the Submission contains any material that is unlawful or in violation of or contrary to the laws or regulations in any state where the Submission was created.

There no limit to the number of Submissions an entrant can make. Submissions generated by script, macro or other automated means or by any means which subvert the entry process are void. Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's (and if entrant is an eligible minor, his or her parent or legal guardian's) consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant (and if entrant is an eligible minor, his or her parent or legal guardian's) will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

6. Entrant Consent: Making a Submission shall constitute and signify entrant's agreement and consent that Sponsor and its designees may use the entrant's name, city, state, likeness, photo, video, and/or Submission for promotional, advertising or other purposes, worldwide in perpetuity, in any and all media now known or hereafter devised, including the Internet, in any manner, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Terms and Conditions, entrant shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Entrant accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Entrant will indemnify Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

7. Donation: For every Submission made, Sponsor will provide the monetary equivalent of

ten meals (\$1.11) to Feeding America: Hunger-Relief Charity, up to one million (1,000,000) meals. \$1 helps provide 9 meals secured by Feeding America on behalf of local member food banks.

8. Release: By entering, entrant (and if entrant is an eligible minor, his or her parent or legal guardian) agrees to release and hold harmless the Sponsor, Carrot Creative, LLC, Facebook, Inc., Twitter, Instagram, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Promotion or to be acting in violation of the Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

10. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Promotion; (4) printing, typographical, technical, computer, network or human or other error which may occur in the administration of the Promotion, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, or in any Promotion-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (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. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Illinois or the appropriate Illinois State Court located in Cook County, Illinois; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be permitted to obtain attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, 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 Illinois without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

12. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <http://www.barilla.com/privacy-policy/>.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram.