

**PRIZE CONTEST**  
**“Marlene Esperienza Culinaria 2.0- Concorso” (“Marlene Culinary  
experience 2.0 - Contest”)**  
REGULATIONS PURSUANT TO ART. OF PRESIDENTIAL DECREE NO. 430 OF  
26 OCTOBER 2001, PRIZE CONTEST

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PROMOTER

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The promoter is **VOG**, with main office at Via Jakobi 1/A, 39018, Terlano (Bolzano) – tax code and V.A.T. registration no. 00122310212 (hereafter, the “Promoter”)

The delegated party is: **sdm società benefit Srl** - Via Ariberto, 24 - 20123 Milan – tax code and V.A.T. registration no. 12079020157

CONTEST PERIOD

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The contest period is from 26 February 2024 to 14 April 2024

WHO CAN ENTER

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Internet users who are **adult** natural persons.

Employees of the Promoter, and all parties, whether natural or legal persons, involved in the organization of this Contest, are excluded.

HOW THE CONTEST IS PUBLICIZED

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The Promoter will advertise the prize contest on the website [marlene.it/esperienza\\_culinaria\\_concorso](http://marlene.it/esperienza_culinaria_concorso) via its own social network channels and with any other means it shall deem useful for communication with its recipients; advertising messages shall be consistent with these regulations.

The complete regulations are available at [marlene.it/esperienza\\_culinaria\\_concorso](http://marlene.it/esperienza_culinaria_concorso)

The contest may be announced prior to the day it is started, and at any rate in keeping with the deadlines provided for by law (Presidential Decree no. 430/01).

HOW TO ENTER

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The aforementioned Recipients will be given the possibility to enter this prize contest by sending an item of photographic content having as its object the making of a recipe based on Marlene apples. To enter, entrants must, during the established period and by no later than 14 April 2024:

1. **visit one of the sites listed below** and access the section dedicated to this contest:  
DE: [marlene.it/genussreise\\_gewinnspiel](http://marlene.it/genussreise_gewinnspiel)  
  
EN: [marlene.it/culinary\\_journey\\_competition](http://marlene.it/culinary_journey_competition)

IT: marlene.it/esperienza\_culinaria\_concorso

ES: marlene.es/experiencia\_culinaria\_concurso

2. **register** by entering their own identifying data indicated as required;
3. **upload their photo** of the recipe based on Marlene apples;
4. list all the necessary ingredients and the procedure followed to make the dish, filling out the form;
5. **confirm their entry** by declaring they accept the regulations, grant the requested privacy consents, and accept the disclosure about uploading the photo.

Upon completing the procedure of registering the above data, a random drawing software program, suitable technical documentation of which has been produced, will inform the user whether he/she has won one of the prizes at stake for the Instant Win mechanics [Ref. paragraph PRIZES AT STAKE]. The win notification describing the procedures for validating and/or claiming the prize shall be sent to the e-mail address indicated during the registration phase [Ref. paragraph HOW TO VALIDATE THE WIN].

With reference to the sending of the data for entering the contest, it is specified that:

- each Recipient may enter a number of times by uploading a number of photos provided that they refer to different recipes; it remains understood that each individual photo may be uploaded onto the Site only once;
- photos depicting persons shall not be validated;
- the uploaded photo shall be in colour, and may be made in any medium provided that the produced image has the following characteristics: Format: DOCX, JPEG, PNG, TIFF and SVG, and maximum file size: 10 MB;
- no photos or images retouched using professional photo retouching programs that alter the photographic content, or photos belonging to professional or non-professional photo archives, whether or not for pay, shall not be accepted;
- photos shall be original; therefore, photos taken from websites or from recipe books, or photos of dishes made in restaurants/pizzerias, or at any rate not made by the Recipient, shall not be accepted;
- the photos that are sent shall be verified by the moderator, who shall have the power to eliminate, automatically and at any time, any work that fails to meet the conditions as indicated above, and those that:
  - clearly conflict with legal regulations;
  - are vulgar, obscene, or in poor taste, or offend current political or religious morality;
  - include content containing and references of any kind to the mistreatment of animals;
  - include content inciting hatred or violence;
  - exploit and/or use unlawfully and/or at any rate in a harmful and degrading manner the trademarks and distinctive marks (both denominative and figurative) of the Promoter and/or of any other company or brand;
  - contain trademarks/logos of third parties;
  - contain any form of direct or indirect advertising of any activity or product/service;
  - contain recognizable images of children, and more generally, contain third parties;

- in any way violate the rights of third parties, also with reference to copyright, to trademarks and/or distinctive marks, and, more generally, violate rights of intellectual and/or industrial property;
- include content that the Promoter, in its undisputed judgment, deems inappropriate.

It is also specified that:

- the Promoter shall assume no liability for registrations that are lost, incomplete, or received after the established deadline or with incorrect data;
- entries may also be checked for validity during the prize validation phase, and at any rate prior to the award being made;
- the same consumer may be awarded a single prize for each category.

## REPORTING OF WINS

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At the end of the contest, and **by no later than 30 April 2024**, in the presence of a Chamber of Commerce Official or a notary public, the report on the official awarding of the prizes to the corresponding contest winners shall be drawn up.

## CERTIFICATION OF INSTANT WINS

The wins assigned by the system in Instant Win shall be certified.

## MAKE-UP DRAWING

If, upon the contest's conclusion, there are Instant Win prizes that have not been awarded/validated, a digital list shall be prepared of all the entries received during the entire contest period and belonging to entrants that did not win in Instant Win mode.

From this list, as many winners as there are prizes that have not been awarded/validated shall be manually and randomly drawn.

## JURY

A jury of parties hired by the promoter, meeting also by videoconference where necessary, shall assess the entered photos in order to identify 5 winners plus 5 alternates in order of ranking.

The jury shall assess the artistic Entries based on the following criteria:

- 1) originality and creativity of the recipe
- 2) quality of the ingredients
- 3) the role of apples in the recipe

The jury's decisions shall not be subject to dispute.

Depending on the number of entries that are received, a preselection in agreement with the relevant public official may be made, through which 20 proposals that, in the undisputed judgment of the moderating panel, are most in line with the provisions of the regulations and therefore worthy of taking part in the final jury, shall be chosen.

## HOW TO VALIDATE THE WIN

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Prize winners shall receive a notification via e-mail with the information relating to the validation of the win and/or the claiming of the prize, as detailed below.

- For the winning of the prizes awarded with the instant win mechanics:

Winners shall follow the instructions indicated on the screen and in the win notification e-mail by no later than 7 days after it is received.

- For the winning of the prizes awarded by recovery drawing:

The winners shall follow the instructions indicated in the win notification e-mail by no later than 7 days after it is received.

- For the winning of the prize awarded by jury:

Winners shall, no later than 7 days after receiving the win notification, e-mail the following documentation:

- win acceptance/refusal form;
- declaration of transfer of the right of economic exploitation of the photo conceived and used to enter the contest;
- photo/scan of own valid identification document (front and back).

Receipt of the required documentation is a necessary condition for validating the win: lacking this documentation, the win cannot be confirmed. The Promoter shall assume no liability for e-mails that are unreceived and/or received after the established deadline, or for misunderstandings of any kind.

Liability relating to the proper reception of the documentation, and therefore the possibility of claiming the prize, shall be borne exclusively by the entrant.

The Promoter shall assume no liability in the event of documentation necessary for validation not being received due to the entrants' indication of erroneous e-mail addresses, or for any problem of access, impediment, dysfunction, or difficulty relating to the e-mail boxes or to the technical tools used by the entrant to enter the contest.

Entries/purchases may be checked for validity at any time and at any rate prior to the delivery thereof.

The prize shall be considered unawarded, and therefore shall be awarded to the alternate:

- should a winner fail to send the validation by the established deadlines and in accordance with the indicated procedures;
- should a winner be less than 18 years of age;
- should the winner's data not correspond to those declared when entering in the contest;
- on any other grounds making the winner's entry improper.

It is also specified that the Promoter at any rate reserves the right to verify the validity of the documentation relating to all entries, performing all the checks deemed appropriate, and thus reserving the right to request additional documentation at its own discretion, at any time, even after the contest end date, and by way of example:

- front/back copy of the valid **identification document** for the verification of the data provided when registering for the contest;
- declaration of authorship of the photo conceived and used for entering the contest.

## PRIZES AT STAKE

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<b>No.</b>	<b>PRIZES</b>	<b>UNIT VALUE</b>	<b>TOTAL VALUE</b>	<b>PROCEDURE</b>
100	Marlene knapsacks + Alto Adige tasting box	€ 100	€ 10,000	Instant Win
5	Voucher for a culinary experience in Alto Adige for 2 persons*	€ 5,000	€ 25,000	Jury

\* "Voucher for a culinary experience in Alto Adige for 2 persons" prize details:

The prize includes: - 2 tickets for a culinary experience in Alto Adige;

- 7 nights for two persons in a minimum 4-star hotel or in a minimum 4-flower-rated agritourism facility chosen by the Promoter/hired agency, breakfasts included;
- Attendance at the main Event on 14 September 2024, with a meet & greet with Norbert Niederkofler; round-trip transfer from lodgings to event and back included;
- Gala dinner with tasting of winning recipes;
- 2-day programme with guided tours on the theme of the apple and the culinary experience, round-trip transfers from and to lodgings included, and lunches included.

Each "Voucher for a culinary experience in Alto Adige for 2 persons" prize is to be understood as for 2 persons;

The prize does NOT include expenses for travel to and from the place where the experience will take place, or anything else not expressly stated in the prize description.

Any additional costs over the budget forecast for the prize's coverage shall be borne by the winner.

The prize shall be booked by no later than 21 June 2024. The prize shall be used during the period between 08 September 2024 and 18 September 2024, excluding non-working days and holiday weekends.

### PRIZE MONEY

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The total prize money is € 35,000.00 + VAT, excluded where applicable.

### DELIVERY OF PRIZES

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The prizes shall be delivered by the Promoter (or its direct delegate) by no later than 6 months after the end of the promotional event as established by Presidential Decree no. 430 of 26 October 2001.

The physical prizes shall be delivered using shippers (post or courier): neither the Promoter nor the Delegated Company shall bear liability for delivery of a prize whose packaging has been clearly tampered with, broken, and/or ruined. Should this occur, the recipient shall make this known at the moment of delivery and not after signing the prize's receipt/delivery slip. The winner, then, or the person assigned by him/her to withdraw the prize, is asked to carefully check that the packaging

does not show signs of tampering or breakage that is such as to suggest that the prize has been damaged or totally or partially removed. In the event of legitimate doubt, the winner is entitled to refuse the prize with written justification, or to withdraw the prize subject to verification. This reservation must be clearly indicated on the delivery slip.

Prizes shall be sent to the address indicated by the winner at the moment of entry/validation of the win. The Promoter assumes no reliability in the event of failure to deliver the prizes due to the indication of erroneous addresses or personal data by the entrants, or for post office error.

The prizes shall be delivered to the winners by the deadline of 180 days after the winnings report and at no charge to them.

The "Voucher for a culinary experience in Alto Adige for 2 persons" prize shall be e-mailed to the e-mail address indicated by the winner in the contest registration/win validation phase: the e-mail shall contain the voucher and all the references needed to proceed with the booking.

The Promoter shall assume no liability in the event of failure to deliver the prizes due to the entrants' indication of erroneous e-mail addresses, or for any problem of access, impediment, dysfunction, or difficulty relating to the e-mail boxes or to the technical tools used by the entrant to enter the contest.

The winner, upon accepting the prize, shall undertake to hold the Promoter, in the person of its employees, officers, and managers, harmless of any and all liability for loss, damage, costs, or expenses of any kind, including, by way of example, property damage, personal injury (including emotional suffering) and/or death that may take place in relation to the enjoyment of the prize.

It is also specified that the travel associated with the prize is subject to the following considerations:

- It is the responsibility of the winner and the person travelling with him/her to verify any travel advisories issued by the government of the country where the travel or the event will take place, and to choose whether or not to accept any risks associated with reaching the destination;
- The winner is responsible for verifying that all the travel documentation in his/her possession is valid for entry into the country where the travel or the event will take place, with similar verification also as to the documents of the person travelling with him/her, and shall exhibit a copy of the documents suitable for undertaking the journey prior to departure;
- The Promoter provides no medical, legal, or travel insurance covering such events as cancellation of the trip, or any events that should take place during the prize enjoyment period.

Winners may not dispute the prizes assigned to them, nor demand their change or substitution.

Prizes may not be transferred to third parties.

Prizes are not convertible into money or gold tokens.

The Promoter shall undertake to deliver to the winner a prize of equal kind and/or type, both in performance and in market value, if, at the time of delivery, the prize (or part thereof) shall have undergone modifications or updates of form and/or substance in comparison with what was promised. Should this not be possible, the winner shall be asked to choose another prize of a market value equal to or greater than that promised, from among those proposed by the promoter.

## DONATION OF UNAWARDED PRIZES

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Prizes that have gone unclaimed by or unawarded to winners or alternates, other than those that the winners or alternates have refused, shall be donated to Bäuerlicher Notstandsfonds (BNF) – with main office at Via Piani di Isarco 8/A, 39100, Bolzano – Milan, tax code no. 94025800213, in accordance with art. 10, paragraph 5 of Presidential Decree no. 430 of 26 October 2001.

## SPECIFICATIONS

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By entering this prize event, the entrant accepts, completely and unconditionally, the rules and clauses contained in these Regulations, with no limitation whatsoever.

The winner shall lose the right to obtain the prize if the personal data provided when entering the contest have not been confirmed and/or should be found untruthful.

The Promoter reserves the right to exclude entrants that have not entered in good faith (double identities, multiple entries using different e-mail addresses, use of software and automated systems, etc.).

Any entries deemed fraudulent, and the associated winnings, shall be verified and subjected to all the checks considered necessary; should the verifications confirm an improper entry/ranking, these winnings shall be cancelled. Users who, in the Promoter's undisputed opinion, win with means and tools deemed fraudulent or in violation of the normal holding of the initiative, may not receive the prize won in that manner.

The Instant Win system is programmed to automatically distribute a total of 100 prizes throughout the duration of the contest. Each drawing shall take place in accordance with procedures that are such as to guarantee both the absolute random nature of this drawing, and the protection of public good faith.

The Promoter, or the companies hired by it to manage the Contest, reserve the right to proceed, by the deadlines deemed most appropriate, and in compliance with the regulations in force, to limit and inhibit any initiative aimed at circumventing the conceived system.

All communications relating to taking part in the Contest shall be sent to the e-mail address used during the entry phase.

The Promoter shall assume no liability to the Entrant

- if the e-mailbox is full or temporarily or permanently disabled;
- if the indicated e-mail is erroneous or incomplete, or blacklisted;
- if there is no response from the recipient host after the e-mail is sent;
- if the indicated telephone is erroneous or no longer active.

The Promoter shall assume no liability for registrations and/or messages that are lost or received damaged in online transmission, received after the established date, or with incorrect data.

The Promoter shall assume no liability for any problem of access, impediment, dysfunction, or difficulty relating to the technical instruments used by the entrant to enter the Contest. By way of example: computers, cellphones, smartphones, tablets, hardware and wiring in general, software, telephone line for Internet connectivity.

There is no charge for entering this contest.

The Promoter reserves the right to modify, even partially and at any time, the procedures for entering the contest, under the condition of providing adequate notice thereof, and not introducing unfavourable modifications, and safeguarding the rights already acquired by the entrants.

## DECLARATIONS

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By uploading his/her artistic entry, the entrant guarantees that he/she is its author and holds the related copyrights, holding the Organizer harmless of any objections by third parties. He/she also declares that the proposed artistic Entry is new and authorizes the Organizer to use it for the purposes of the contest's communications.

By accepting these regulations, the entrant declares that he/she is aware that, in the event of winning, he/she shall undertake to grant, free of charge, to the Promoter, the proprietary rights to the work, including the rights to use, adapt, publish, distribute, and reproduce the content of the artistic entry and, in general, to exercise all the related rights, without limitations.

The entrant shall also guarantee that nothing of what has been submitted is in violation of laws or in breach of intellectual property rights, moral rights, copyright, or rights to the protection of the personal data of third parties, and rights of publication, and in general complies with the provisions stated by the Copyright law (Law no. 633 of 22 April 1941) and subsequent modifications.

The entrant shall therefore guarantee having obtained all consents and clearances for the use of the Entry by all persons that might be involved, and that therefore neither the submitted Entry nor the reproduction thereof by the Promoter shall result in violation of the rights of third parties.

By accepting the prize, the winner shall authorize the Promoter:

- for the reproduction and publication of his/her work, as well as for any other, even partial use of the artistic Entry, including the re-elaboration thereof, for any lawful purpose, also of a commercial nature;
- for the economic use thereof in any form and manner, within the limits and for the effects established by law, renouncing any present or future claim in this regard;
- to enjoy the rights of economic exploitation, without prejudice to the exclusive acknowledgement of the work's authorship and of the author's moral rights.

The Promoter's use of the winning entry shall be understood as irrevocable and free of charge.

By accepting the prize, the winner shall also grant to the promoter the use of his/her own name and surname.

**All authorizations and transfers of rights as above are binding for the purposes of the delivery of any prize that has been won.**

## PROMOTER'S OBLIGATIONS

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The operations shall take place in accordance with the regulations in force pursuant to Presidential Decree no. 430 of 26 October 2001.



The Bond, equal to 100% of the amount of the prizes at stake, pursuant to art. 7 of Presidential Decree no. 430/2001, was pledged in favour of the Ministry of Enterprises and Made in Italy with a guarantee, to protect respect for consumers' rights.

The Promoter waives the right to claim the 25% income tax from the winners – Art. 30 of Presidential Decree no. 600 of 29 September 73. Pursuant to art. 19 of Law no. 449 of 27 December 1997, the non-deductibility of the VAT on the purchase of the prizes consisting of taxable goods shall not be applied.

The Company that developed the Database and the drawing software shall make available the technical documentation, issued by the technical manager of the Company that supplies the computerized system that manages participation in the Contest and prepares the databases and drawings for:

- the specifications of the contest login program
- the specifications of the random drawing program
- **the location in Italy of the server that manages the contest;**
- the adoption of appropriate procedures to prevent outside interventions and the overall security of the system used, with reference to the need to protect the public faith.

## PRIVACY

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By taking part in this initiative, entrants grant their consent for the data provided in connection with participation in this prize event to be processed pursuant to Legislative Decree no. 196/2003 and Regulation (EU) no. 679/2016, in compliance with and within the limitations of what is stated in the disclosure made to the data subject pursuant to art. 13 of Regulation (EU) no. 679/2016.