## OFFICIAL RULES FOR THE "QUESO, WHERE'S THE PARTY?" GIVEAWAY

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. BY PARTICIPATING IN THIS GIVEAWAY YOU DECLARE THAT YOU HAVE READ THE OFFICIAL RULES BELOW AND THAT YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS HEREIN.

<u>DATES OF PROMOTION</u>: The La Tortilla Factory <u>Queso, Where's The Party? Giveaway</u> (the "<u>Giveaway</u>") starts at 12:00:01 AM Eastern Time on Friday, April 19, 2019 at 12:00:00 AM, and ends at 11:59:59 PM Pacific Time on Saturday, May 4 2019 (the "<u>Entry Period</u>").

ELIGIBILITY: Giveaway is open to all legal U.S. residents physically residing in the 50 United States and District of Columbia who are 21 years of age or older, as of 4/19/19, and have reached the age of majority in the state of residence. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live; or persons living in same household, whether related or not) of La Tortilla Factory (the "Sponsor") and their affiliated companies, contractors, subsidiaries, distributors, sales representatives, vendors, advertising and promotion agencies, and any other entities directly associated with this Giveaway (collectively, "Released Parties") are not eligible to participate, enter or win. Void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries and where prohibited or restricted by law. This Giveaway is limited to one (1) Entry (as defined below) per person/e-mail address during the Entry Period. All federal, state and local laws and regulations apply. Winning the Grand Prize, as defined below, is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** During the Entry Period, a submission must be made through the giveaway landing page by entering the required fields. Once all necessary fields are completed, submit your entry form by clicking the "Enter Now" button (the "**Online Entry**"). A thank-you message will be displayed to confirm that your Giveaway Entry was successfully sent.

- Name
- City
- Email Address

## Bonus Entries will be awarded based on:

- Following @LaTortillaFactory on Instagram = 1 additional entry
- Visiting La Tortilla Factory on Facebook = 1 additional entry
- Referring a Friend via the referral link provided = 3 additional entries

Once an Entry is submitted it cannot be modified by an entrant. Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or

delayed Entries. No altered or incomplete submissions will be accepted. **This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.** 

**ENTRY LIMIT:** Entrants shall respect the following limit otherwise they may be disqualified: one (1) Entry per person per email. Each Entry must include a valid email address. Giveaway Entries submitted with an email incorrect, incomplete, invalid or with an address that has already been submitted will be disqualified.

INTERNET LIMITATIONS OF LIABILITY: Sponsor is not responsible for: failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem, including but not limited to any injury or damage to any person's computer related to or resulting from Giveaway participation; or other problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Giveaway.

<u>PRIZE:</u> Five (5) grand prize winners ("Grand Prize Winners") will receive a La Tortilla Factory Cinco de Mayo Party Kit inclusive of including La Tortilla Factory <u>Handmade Style Tortillas</u>, <u>Cocina Fresca Sauce Starters</u>, and SWAG; <u>Fiestaware</u> Tortilla Warmer and Chip + Dip Serving Platter; a <u>Nipyata Adult Piñata</u>, and Cinco de Mayo Party Decorations ("Grand Prize") sent via mail. The Approximate Retail Value ("ARV") of the Grand Prize is \$350.

Twenty-five (25) bonus winners ("Bonus Prize Winners") will receive a selection of La Tortilla Factory <u>Handmade Style Tortillas</u> and <u>Cocina Fresca Sauce Starters</u> sent via mail. The Approximate Retail Value ("ARV") of the Bonus Prize is \$30.

All prizes are non-transferable and no substitutions are allowed, except at Sponsor's sole and absolute discretion. Sponsor reserves the right at any time to substitute the Grand Prize or a component thereof for any reason with a prize or a prize component of equal or greater value.

<u>WINNER DETERMINATION:</u> The Grand Prize Winners will be selected on Sunday, April 28, 2019 at random from all eligible Entries received during the Entry Period prior to 11:59:59 Pacific time on April 28, 2019. The Bonus Prize winners will be selected on Sunday, May 5, 2019 at random from all eligible Entries received during the Entry Period prior to 11:59:59 Pacific time on May 4, 2019.

All winners will be contacted and notified via the email address provided at entry. Due to the time sensitive nature of the Grand Prize, winners must respond within 24 hours or the prize will be forfeited and a new winner will be chosen.

All winners must confirm they are a legal resident of the U.S. and are at least 21 years of age.

All winners must provide a valid U.S. shipping address in order for La Tortilla Factory to fulfill the prize. PO Boxes will not be accepted.

<u>GENERAL RULES OF PARTICIPATION:</u> This Giveaway is subject to all applicable federal, state, local and municipal laws. By participating, entrants and their participating entities agree to be bound by these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Giveaway or these Official Rules. Sponsor is not responsible for lost, late, misdirected, undeliverable or incomplete Entries.

Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. Sponsor reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the Giveaway, or any part of it, at any time, without notice, and to cancel, terminate, modify or suspend the Giveaway in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible Entries received as of the termination/suspension date, if any computer virus, tampering, fraud or any other cause beyond Sponsor's control, affects the integrity or proper conduct of the Giveaway.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY 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 ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

This Giveaway is void where prohibited by law.

NO LIABILITY: By entering, entrants and Prize Winners agree to comply with all Official Rules, as stated, and to release Sponsor, its officers, employees and agencies from any and all loss, cost, damage and/or liability as a result of their participation in this Giveaway, as well as acceptance and/or usage of Grand Prize awarded (including without limitation to claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). By participating, entrants agree to release, discharge, indemnify and hold harmless the Released Parties and each of their respective officers, directors, employees, representatives and agents from and against any claims made by Winners, entrants, or any other third parties, related in any way to the operation of this Giveaway as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Grand Prize or participation in any Giveaway-related activity or participation in this Giveaway. All third-party trademarks are used herein for identification purposes only, and are the property of their respective owners. Information supplied by entrants is used for the purpose of judging Entries and to notify Grand Prize Winner, and will not be sold or shared in any manner by Sponsor, or any third parties.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

<u>PRIVACY NOTICE</u>: Personal information collected from online entrants are subject to the Privacy Policies of the Sponsor, which can be found at <a href="https://www.latortillafactory.com/terms/">https://www.latortillafactory.com/terms/</a>