

## **Giveaway Rules**

NO PURCHASE IS 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.

### **1. Eligibility**

The **Celebrate at Su Casa 2018 Giveaway** (the "Giveaway") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of La Tortilla Factory and other companies associated with the promotion of the Giveaway, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations. This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram.

### **2. Sponsor**

The Giveaway is sponsored by La Tortilla Factory, located at 3300 Westwind Boulevard, Santa Rosa, California 95403.

### **3. Agreement to Official Rules**

Participation in the Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Giveaway Period**

The Giveaway begins on April 16, 2018 at 12:00 PM EST and ends on April 27, 2018 at 12:00 AM EST (the "Giveaway Period"). Entries that are submitted before or after the Giveaway Period will be disqualified. Submissions will be accepted for the duration of the Giveaway using an online entry via Instagram.

### **5. How to Enter**

**Online:** This method of entry will be available by visiting our [instagram.com](https://www.instagram.com/LaTortillaFactory) and following the directions provided to fill out the entry information, and submit.

- Entrants must follow @LaTortillaFactory and the designated Content Partner (@holajalapeno, @mexicoinmykitchen, or @ohsodelicioso)
- Entrants must "like" the designated photo
- Entrants must leave a comment on the designated photo
- Entrants must tag a friend on the designated photo

Limit one (1) entry per person, per email address, and per household for the duration of the GiveawayPeriod, regardless of method of entry. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## **6. Prize Drawing**

On or about April 27, 2018, the Sponsor will select potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via Instagram comment and Instagram Direct Message on or about April 27, 2018. If the potential winner cannot be contacted within three (3) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

## **7. Winner Notification**

The potential winners will be notified by email, mail or phone. Each potential Grand and First Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within three (3) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 21 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 1 week after the conclusion of the Giveaway.

## **8. Prizes**

Three grand prize winners will receive a **Celebrate at Su Casa Kit (\$500 value)** containing the following prizes:

- La Tortilla Factory Celebrate at Su Casa Essentials (\$100 value)
  - 1 x pack of Handmade Style White Corn & wheat tortillas (8 count)
  - 1 x pack of Handmade Style Flour tortillas (8 count)
  - 1 x pack of Handmade Style Chipotle tortillas (8 count)
  - 1 x pack of Handmade Style Hatch Green Chile tortillas (8 count)
  - 2 x Classic Taco Sauce starter
  - 1 x Al Pastor Sauce starter
  - 1 x Barbacoa Slow Cooker Sauce starter
  - LTF Napkins
  - LTF Coasters
  - LTF Tattoos
  - LTF T-shirt

- Mexican Flags
- Lodge 12" Cast Iron Skillet ([\\$39.50](#) value)
- Nipyata Stay Classy Burrito ([\\$99](#) value)
- 7-piece Margarita Set ([\\$35](#) value)
- Margaritaville Margarita Maker ([\\$219](#) value)
- Mexican Serape Blanket ([\\$50](#) value)

## **9. General Conditions**

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Giveaway and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Release and Limitations of Liability**

By participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Giveaway, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Giveaway; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Giveaway, including, without limitation, errors that may occur in the administration of the Giveaway, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Giveaway-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants

participation in the Giveaway or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

#### **12. Privacy**

Information collected from entrants is subject to sponsor's privacy policy.