

# El Rancho Additional Giveaway Rules and Privacy Notice

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN IN A GIVEAWAY ON SPONSOR'S SOCIAL MEDIA PLATFORMS ("GIVEAWAY"). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

PARTICIPATION IN THE GIVEAWAY CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE ADDITIONAL GIVEAWAY RULES. THESE ADDITIONAL GIVEAWAY RULES ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 11, BELOW.

THESE ADDITIONAL GIVEAWAY RULES ARE MEANT TO SUPPLEMENT, AND NOT REPLACE, THE RULES AS DESCRIBED IN THE APPLICABLE SOCIAL MEDIA PLATFORM POST. IN THE EVENT OF A DIRECT CONFLICT BETWEEN THESE ADDITIONAL GIVEAWAY RULES AND THE POST, THE POST SHALL PREVAIL.

**1. GIVEAWAY PERIOD:** The Giveaway begins from the date and time Sponsor publishes on the applicable Social Media Platform ("Social Media Platform" shall mean, but is not limited to, Facebook®, Instagram®, Twitter® and YouTube, owned by Google, LLC®), which may contain details such as the prize, rules to enter, eligibility and date of selecting a Winner(s) (the Social Media Platform post, story, announcement or publishing shall collectively be referred to as "Post.") The Giveaway shall end on the date and time specified by Sponsor on the Post ("Giveaway Period.") Mexico Foods, LLC ("Sponsor" or "El Rancho Supermercado") computer is the official time-keeping device for the Giveaway.

**2. ENTERING THE GIVEAWAY:** During the Giveaway Period, Participants must go to El Rancho Supermercado's applicable Social Media Platform profile or site to enter into the Giveaway. To participate in the Giveaway, Participants must (1) have access to Internet, (2) have an Internet-capable device (such as a mobile device, desktop, laptop, tablet, etc.), (3) follow the rules and instructions as described in the Post and (4) a valid Social Media Platform account or profile. Unless otherwise specified in the Post, multiple entries within the same Post are allowed. By entering the Giveaway, Participants accept and agree to these Additional Giveaway Rules, El Rancho Supermercado's Privacy Policy (<https://elranchoinc.com/privacy/>) and the decisions of Sponsor, which shall be final in all matters.

**3. ELIGIBILITY:** In addition to eligibility requirements specified in the applicable Post, Participants must also (1) have access to Internet, (2) have an Internet-capable device, (3) maintain a valid, applicable Social Media Platform account at the time of entry in order to participate in the Giveaway, (4) have access to the email address connected their Social Media Platform account and, (5) be a resident of Texas or Kansas and (6) at least thirteen (13) years of age at the time of entry.

There is no charge to sign up for Facebook®, Instagram®, Twitter® and YouTube, owned by Google, LLC®, and any other applicable Social Media Platform used by Sponsor for the Giveaway. Standard data charges may apply if participating through a mobile device. Data rates may apply for each message sent or received from a device according to the terms and conditions of Participant's service agreement with their wireless carrier if accessing or entering

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the Giveaway through a mobile device. Other charges may apply and may appear on a mobile phone bill or be deducted from a prepaid account balance. Wireless carriers' rate plans may vary, and Participants are encouraged to contact their wireless carrier for more information on messaging rate plans and charges relating to the participation and entry in the Giveaway. Mobile device service may not be available in all areas. Sponsor is not responsible for any charges.

Employees of El Rancho Supermercado and its affiliates and subsidiaries (collectively "Promotion Parties"), and members of such employees' immediate family or persons living in the same household as such employees are not eligible for entry into the Giveaway. The foregoing eligibility requirements are void where prohibited.

All entries must comply with (1) the applicable Social Media Platform's community guidelines, rules or standards, (2) the rules or instructions described within the Post and (3) any other requirements set forth in these Additional Giveaway Rules or applicable Post. Entries that do not conform to the preceding sentence may be deleted and no entry will be generated or considered. Sponsor reserves the right to reject or disqualify any review which Sponsor, at its sole discretion, determines to be inconsistent with the letter or spirit of the Additional Giveaway Rules or potentially damaging to its, the Giveaway's, or another's image or reputation. Entries must only include the information required for entry into the Giveaway, must comply with community guidelines, rules or standards (linked hereto) as determined by [Facebook](#), [Instagram](#), [Twitter](#), [YouTube](#) and any other Social Media Platform utilized by Sponsor for the Giveaway, and must not: depict, encourage, promote or induce conduct that could violate any law, regulation or ordinance, or give rise to criminal or civil liability, or that could be considered risky, violent, discriminatory or otherwise inappropriate; depict, encourage or promote the use of alcohol, illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message; contain any content that is protected by trademark, copyright, trade secret, right of publicity or other proprietary right, without the express prior written consent of the owner of such right; contain any personal information, such as phone numbers, license plate numbers, e-mail addresses or street addresses; contain messages or images inconsistent with Sponsor's image and/or goodwill; contain any content that could be considered deceptive, misleading, false, fraudulent, scandalous, indecent, obscene, sexually explicit, defamatory, libelous, threatening, harassing, hateful, degrading, intimidating, graphically violent or otherwise unlawful, tortious or objectionable, as determined by Sponsor in its discretion; depict any individual other than the Participant, unless the Participant has received the written permission of such individual (or of his/her parent or legal guardian in the event that he/she is a minor); and/or contain any confidential information or any material, non-public information about any company or individual. ENTRIES ARE THE VIEWS OF THE INDIVIDUAL PARTICIPANT AND DO NOT NECESSARILY REFLECT THE VIEWS OF SPONSOR. SPONSOR DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SAME, INCLUDING LIABILITY FOR MODERATING, MONITORING OR FILTERING ENTRIES. As such, Participants may be held personally liable for an entry if it is defamatory, libelous or otherwise violates the rights of any person or entity.

**4. PRIZES:** The Giveaway prize shall be as advertised in the applicable Post on the applicable Social Media Platform. No substitution or transfer of prizes are permitted by the Winner.

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Sponsor reserves the right to substitute a prize of equal or greater value at any time while the Giveaway is in effect. All prize(s) will be awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Notwithstanding any terms to the contrary herein, all prize(s) will be awarded. If a potential Winner is not eligible to receive a prize for any reason, including as described in Sections 3 and 5, Sponsor may, at its sole discretion, award the applicable prize to another Winner by random drawing from among all remaining eligible entries. In such circumstances, random drawings will be held until an eligible Winner is selected. All income taxes and/or other applicable taxes and/or fees resulting from the acceptance of a prize are the sole responsibility of the Winner. The Winner of a prize will be issued an IRS Form 1099-MISC for the ARV of the prize.

Acceptance of a prize offered constitutes express permission to use Winner's name, biographical information and/or likeness for purposes of advertising and promotion without further compensation as permitted by law and constitutes permission to disclose the Winner's name where required. Prizes not claimed or forfeited may not be awarded. If any potential prize Winner fails or refuses to properly sign and return all Prize Claim Documents (Prize Claim Documents may include an IRS Form 1099-MISC, Sponsor Release Agreement and any other documents Sponsor may be required to collect or deem necessary to obtain prior to issuing any prizes such as submitting a copy of a US-government identification card) by the redemption deadline, or if the Prize Claim Documents or a prize is returned as unclaimed or undeliverable to any potential Winner, such potential prize Winner will be disqualified and/or otherwise forfeit their prize. If a potential prize Winner makes any false statement in any Prize Claim Document, the prize will be forfeited. The submission of Prize Claim Documents is solely the responsibility of each potential prize Winner. If any potential prize Winner declines a prize, is found to be ineligible or fails to comply with these Additional Giveaway Rules, such potential prize Winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received. All details and other restrictions of prizes not set forth in these Additional Giveaway Rules or Post will be determined by Sponsor in its sole discretion and will be provided to the applicable Winner upon award of the prize. Prizes will be delivered only upon Sponsor's receipt of the Prize Claim Documents, completed to Sponsor's satisfaction.

**5. SELECTION OF WINNERS:** A panel of judges selected by Sponsor will select the potential Winner for the applicable Post from among all eligible entries. The panel of judges will have sole discretion in selecting the potential Winner using only the guidelines as described within the Post. Potential Winners will be notified, by direct message on the Social Media Platform used to host the Giveaway, on the account used as part of the potential Winner's entry. Following such notification, Sponsor may send potential Winners a Sponsor Release Agreement. If requested by Sponsor, potential Winners must sign and return the required Sponsor Release Agreement within three (3) days of receipt of such document, or such other date set by Sponsor, in order to receive the prize. Documents requested by Sponsor may be submitted through a designated, secure third-party service such as SharePoint, Dropbox, Google Drive or any other link provided by Sponsor. Once Sponsor receives all requested documents through the designated link (or other delivery method approved by Sponsor), Sponsor may engage potential Winners with follow-up

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communications regarding prize disbursement such as pick-up location, date and time. Unless otherwise approved by Sponsor, prizes will be made available for pick-up at one of Sponsor's pre-approved grocery store locations, date and time. Failure to respond within the applicable time period will result in forfeiture of the prize and Sponsor may, at its sole discretion, award the prize to another potential Winner. If, after three (3) attempts to notify a potential Winner, Sponsor cannot locate such person, Sponsor may, at its sole discretion, award the prize to another Winner. In the event a dispute arises as to the identity of a potentially winning Participant, the identity of the Participant will be conclusively determined by the name, e-mail and/or phone number linked to the account of the Social Media Platform used to host the Giveaway.

By entering the Giveaway and accepting a prize, the winning Participant grants permission to Sponsor and the Promotion Parties to use Winner's name, likeness, and biographical information in connection with the Giveaway and announcement of the Winners and for other marketing purposes without further compensation or right of approval, unless prohibited by law. Winners understand that Sponsor and the Promotion Parties may publish the Winner's name, likeness and biological information on Sponsor's website and social media platforms (including, but not limited, Facebook, Instagram, Twitter and YouTube). All federal and state laws apply.

**6. RELEASES AND LIMITATION OF LIABILITY:** By entering the Giveaway, Participants waive all right to, and release and hold Sponsor, the Promotion Parties, Facebook, Inc., Instagram, Inc., Twitter, Inc., Google, LLC (owner of YouTube) and any applicable Social Media Platform, and each of their respective employees, officers, directors, agents, representatives, owners and managers ("Released Parties") harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in the Giveaway, Post, submission of entries or the selection of Winners or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Sponsor, Promotion Parties, Facebook, Inc., Instagram, Inc., Twitter, Inc., Google, LLC and any applicable Social Media Platform, and each of their respective employees, officers, directors, agents, representatives, owners and managers, will not be responsible for: late, incomplete, or incorrect entries; a Participant's failure to receive communications regarding the Giveaway due to Participant's spam, junk e-mail, or other security settings or for Participant's provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in the Giveaway; by any human error which may occur in the processing of the entries in the Giveaway; or any typographical, technological, or other error in the submission of entries, the publishing of the offer, administration of the Giveaway, or announcement of the prizes.

**7. CANCELLATION; MODIFICATION:** Sponsor reserves the right to cancel or modify the Giveaway, Post, including these Additional Giveaway Rules and Privacy Notice, in a manner it

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deems appropriate for any reason, including, but not limited to, if, in Sponsor's sole and absolute discretion, Sponsor believes there is an error, or there is an error, any suspected evidence of tampering with any portion of the Giveaway, if technical difficulties (including viruses and bugs) compromise the integrity of the Giveaway from running as planned, any such modification will be posted here.

**8. CHOICE OF LAW AND FORUM:** PARTICIPANT AGREES THAT ALL MATTERS ARISING OUT OF OR RELATING TO THE GIVEAWAY, POST, THESE ADDITIONAL GIVEAWAY RULES AND THE PRIVACY NOTICE, ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, UNITED STATES, WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES THEREOF. PARTICIPANT FURTHER AGREES THAT ANY LEGAL SUIT, ACTION, PROCEEDING, DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE GIVEAWAY, POST, THESE ADDITIONAL GIVEAWAY RULES, AND THE PRIVACY NOTICE, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF TEXAS LOCATED IN DALLAS COUNTY, TEXAS OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS.

**9. PRIVACY NOTICE:** By participating in this Giveaway, Participants consent to the Sponsor's use of their personal information submitted or collected in connection with the Giveaway in accordance with and subject to the terms of the Sponsor's Privacy Policy, available at <https://elranchoinc.com/privacy> ("Privacy Policy"), which is incorporated by reference as if restated in full herein.

**10. SPONSOR:** Mexico Foods, LLC 16775 Addison Rd. Addison, TX 75001. This Giveaway is in no way sponsored, endorsed, administered or affiliated by or associated with Facebook, Inc., Instagram, Inc., Twitter, Inc., Google, LLC and any applicable Social Media Platform, and each of their respective employees, officers, directors, agents, representatives, owners and managers.

**11. MANDATORY ARBITRATION:** As a condition of participating in the Giveaway, except where prohibited by law, you agree that any dispute, claim, or controversy arising out of or relating to the Giveaway, Post, the award of a prize, or the breach, termination, enforcement, interpretation, or validity of these Additional Giveaway Rules, shall be submitted to and determined by JAMS exclusively on an individual, non-class basis pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. For the avoidance of doubt, you agree that any and all disputes, claims, and causes of action arising out of or related to Giveaway, Post or any prize awarded shall be resolved individually and not in the form of any class action or other form of representative action. You agree that, as a condition of participating in the Giveaway, you and all Participants waive any right to bring any action arising from or related to the Giveaway, Post or the award of a prize as a class or other representative action.

The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced commercial and contract law arbitrator. The Sponsor shall bear the cost of the arbitration, including the compensation of the Arbitrator and all administrative expenses. The parties may be represented by their own attorneys in the arbitration proceeding and, except as may otherwise be required by law, shall be responsible for their own attorneys' fees and costs

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incurred in presenting their case to the Arbitrator. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted, provided, however, that the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits, or any other relief waived under this Agreement. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive. The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction. This provision, however, shall not preclude the parties hereto from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, including preliminary injunctive relief.

YOU AGREE AND ACKNOWLEDGE THAT THE GIVEAWAY EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE AND THAT THIS AGREEMENT IS ENTERED INTO UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ACCORDINGLY, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAW AND PROCEDURES DEVELOPED UNDER THE FAA. THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD. YOU AGREE THAT BY PARTICIPATING IN THE GIVEAWAY, YOU ALSO ENTER INTO THIS AGREEMENT TO ARBITRATE FREELY AND VOLUNTARILY AND WITHOUT ANY FORM OF COERCION, DURESS OR UNDUE INFLUENCE.

**12. VOID WHERE PROHIBITED:** The Giveaway is void where prohibited. All federal, state and local laws apply to the Giveaway. Decisions regarding all matters relating to the Giveaway that are not addressed in these Additional Giveaway Rules shall be made by Sponsor in its sole and absolute discretion, and each Participant agrees that all such decisions shall be binding and final. Failure to comply with these Additional Giveaway Rules may result in disqualification from the Giveaway at Sponsors' sole and absolute discretion. Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Additional Giveaway Rules.

Questions regarding the Giveaway should be directed to: 16775 Addison Rd. Addison, TX 75001

## El Rancho Disclaimer for Posts

Giveaway is in no way endorsed or sponsored by Facebook. Giveaway available to residents of Texas or Kansas and must be at least 13 years of age. Employees and their immediate family members are ineligible to enter. Giveaway closes at 11:59PM CT on September 24, 2024. Winner will be announced on September 27, 2024 through a post on this El Rancho Facebook page. Only one entry is permitted. We will not request from you any bank, financial, credit card or debit card information for any reason whatsoever. If you are contacted by a separate account other than this El Rancho Facebook page, please immediately report the account to Facebook. This post or story is governed by additional rules and restrictions pursuant to our Giveaway Rules, which can be found at <https://elranchoinc.com/>.