

# BARBERITOS NACHOS SWEEPSTAKES

## Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited by law. Subject to all federal, state, provincial, territorial, and local laws, regulations, and ordinances. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM, INCLUDING TIKTOK, FACEBOOK, INSTAGRAM, TWITTER, ETC.

By entering into the Sweepstakes, you accept the Official Rules (the “Official Rules”) and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes

<b>Name:</b>	Barberitos Nachos (the “Sweepstakes”).
<b>Sponsor:</b>	Barberitos
<b>Entry Period:</b>	Entries will open at 8 a.m. EST on April 3 and end at 11:59 p.m. EST on May 31, 2023 (the “Entry Period”), after which time the Sweepstakes will be closed and no further entries shall be accepted.
<b>Winner(s):</b>	2 Winners.  Winner(s) to be chosen on June 9 <sup>th</sup> and notified as soon as possible after selection.
<b>Prize(s):</b>	Each winner will receive One (1) prize per winner consisting of the following (the “Prize”):

	<ul style="list-style-type: none"> <li>Nachos for a Year, equating to one order of nachos per week</li> </ul> <p><b><i>Total Approx. Retail Value</i></b> <span style="border: 1px solid black; padding: 2px;"><b>\$500</b></span></p>
<b>How to Enter:</b>	<p>During the Entry Period, go to the TikTok app on your device and</p> <ul style="list-style-type: none"> <li>Follow @barberitos</li> <li>post a video using #BarberitosNachos</li> </ul> <p>Limit one (1) entry per unique social media platform account or email address and per person for the Sweepstakes during the Entry Period.</p>
<b>Eligible Participants:</b>	<p>The Sweepstakes is open to all legal U.S. residents currently residing in the AL, FL, GA, NC, SC, TN and VA who are eighteen (18) years or older as of the date of entry.</p>
<b>Selection of Winner(s):</b>	<p>Sponsor (or its designee or representative) will select the number of potential stated winner(s) of the Prize in a random drawing from among all entries received during the Entry Period. The odds of winning are based on the number of eligible entries received during the Entry Period.</p>
<b>Additional Terms</b>	<p>None</p>

### **General Terms and Conditions for Promotions**

*These general terms and conditions for promotions apply to all sweepstakes or contests (each, a "Promotion") sponsored by Sponsor. Certain terms may only be applicable depending on the type of Promotion (i.e., sweepstakes or contest).*

- Additional Entry Requirements, Restrictions and Information**

*Entrants That Have Not Reached Age of Majority.* Any entrant who is older than the required age to enter the Promotion but has not yet reached the age of majority in the jurisdiction in which he/she resides will need to obtain permission from his/her parent/legal guardian in order to enter and if chosen as a winner, the applicable prize will be awarded in the name of his/her parent or legal guardian.

*Ineligible Participants.* Employees, officers, and directors of Sponsor or any of its parents, controlled affiliates, and subsidiaries, or any of their respective representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agents or agencies, website providers, web masters involved in the creation, design, execution, production, or fulfillment of the Promotion, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win.

*Social Media Platform Entries.* If the Promotion is being run on a social media platform, each entrant must be a member of the applicable social media platform and his or her account must be set to the “public” setting in order to participate; joining the applicable social media platform used in the Promotion is free – please visit the applicable social media platform’s website for more information on how to join. Upon completing an entry, each entrant will automatically be entered with one (1) entry into the Promotion. If an entrant deletes his or her entry before the end of the Entry Period, that entrant will no longer be entered into the Promotion and must complete another entry before the end of the Entry Period to be re-entered into the Promotion.

*Limit of Entries.* The limit of entries is set forth in the Official Rules. If no limit is specified, limit one (1) entry per unique social media platform account or email address and per person for the Promotion during the Entry Period. Multiple participants are not permitted to share the same email address or social media platform account. Any attempt by any person to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that person’s plays and/or entries, and that person may be disqualified at Sponsor’s sole and absolute discretion.

*Additional Restrictions and Information.* Each entrant must provide all required information and follow all entry rules to be eligible to enter and win. Entries that do not include the required components will not be eligible and will be disqualified. Bulk, automated and/or third-party entries are prohibited and will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules and General Terms may be disqualified from the Promotion at Sponsor’s sole and absolute discretion. Normal Internet access, phone, and usage charges imposed by an entrant’s online or phone service may apply.

## 2. **Winning**

*Chances of Winning.* For sweepstakes, the odds of winning are based on the number of eligible entries received during the Entry Period.

*Number of Winners.* In no event will there be more than the stated number of winners (total and by class (e.g., grand prize, runner-up, regular, etc.)) in the Promotion.

*Notification of Winning.* The potential winner(s) will be notified by Sponsor using a method reasonably calculated to provide actual notice (which for Promotions run on a social media platform will be by direct message via the social media platform used in the Promotion).

*Alternate Winners.* If the potential winner(s) cannot be contacted after 24 hours after the first attempt to contact him/her, or if a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner, which will be selected in accordance with the specific selection procedures outlined in the Official Rules. For sweepstakes, unless otherwise agreed to by Sponsor in its sole discretion, only two (2) alternate drawings will be held if a potential winner is disqualified for any reason or cannot be contacted, after which that prize will remain un-awarded.

*Verification.* Winning a prize is contingent upon fulfilling all requirements set forth herein and an entrant is not a winner of any prize unless and until that entrant's eligibility has been verified and that entrant has been notified that verification is complete. Sponsor reserves the right to verify the eligibility of winners, whose decisions are final and binding in all matters related to the Promotion. A potential winner may be required to sign and return an affidavit of eligibility.

*Disputes.* In the event of a dispute as to any winning entry, the authorized account holder of the email address associated with the entry (or associated with the social media platform account associated with the entry) will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to Sponsor or forfeit the prize.

## 3. **Prizes**

The approximate value of any prize or element thereof represents Sponsor's good faith determination.

Each winner is solely responsible for payment of any and all applicable federal, state, provincial, territorial, and local taxes, fees (including any import fees), and surcharges imposed on the acceptance of the applicable prize. Physical elements of a prize will be delivered to a winner, at Sponsor's cost and by post or common carrier selected by Sponsor, to the address provided by that winner. Shipped elements of a prize will not be insured and Sponsor will not assume any liability for lost, damaged or misdirected prizes or elements thereof.

No substitution or exchange of any prize will be allowed, except by Sponsor, who reserves the right to substitute a prize, or component thereof, of equal or greater value in case of unavailability of a prize, or component thereof, or force majeure.

#### **4. Content Submissions**

By entering in the Promotion, you agree that your entry and any other materials submitted in connection with the Promotion may be posted on Sponsor's website and/or other social media platforms or applications associated with the Promotion in a manner that is consistent with the Official Rules and General Terms.

Entries, comments and content submitted or uploaded to any social media platforms or other public sites in connection with the Promotion (collectively, "Content Submissions") may not contain, depict or show any content that:

- is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or pornography;
- promotes any activities that may appear unsafe or dangerous, or any political agenda or message;
- promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age;
- contains use of firearms/weapons/ammunition, any illegal drugs, violence, or the use of alcohol or tobacco products;

- promotes gambling, including without limitation, any content related to online casinos, sports books, bingo, or poker;
- defames, misrepresents or contains disparaging remarks about Sponsor or other companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by any third party, without permission;
- contains any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than entrant, or otherwise infringes on the privacy of any person other than an entrant;
- communicates messages or images inconsistent with the positive image and good will of Sponsor's brand (including any cruelty to, or mistreatment in any way of animals);
- contains any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; or
- violates any law.

Content Submissions will be disqualified that:

- contain, depict or show such content; that exceed any required file size or length limits imposed by Sponsor (or any person or entity acting on behalf of Sponsor in connection with the Promotion) or any third-party social media platform
- violate these Content Submission requirements; or
- violate the Official Rules and General Terms.

Sponsor (or any person or entity acting on behalf of Sponsor in connection with the Promotion) reserves the right in its sole and unfettered discretion to disqualify any Content Submission that it

believes is inappropriate or not suitable for publication, that does not comply with the Official Rules and General Terms, or that is not consistent with the spirit or theme of the Promotion.

If the Content Submission contains an identifiable person other than the entrant who submitted the Content Submission, by submitting the Content Submission, the entrant represents and warrants that he/she has obtained the consent of such person to the use of the Content Submission as outlined herein and such person may be required to provide written consent to use by Sponsor (or any person or entity acting on behalf of Sponsor in connection with the Promotion) of the Content Submission.

By submitting a Content Submission, entrant explicitly acknowledges and agrees that for a period of ten (10) years, renewable at Sponsor's option, Sponsor and its legal representatives, successors and assigns shall have the irrevocable, worldwide right to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which you upload to any websites, social media platforms, and applications associated with the Promotion, with or without first and/or last name credit to the entrant without any additional consideration or approvals from or to entrant; and Content Submissions that attempt to restrict this right will not be considered. Each entrant warrants and represents that his/her Content Submission is original, has not been previously published or won any award, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, complies with the Official Rules and General Terms, and will not violate any federal, state or local laws or ordinances.

## **5. 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 beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of the Official Rules and General Terms shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR SOCIAL MEDIA PLATFORM ASSOCIATED WITH THE PROMOTION OR 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 PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Promotion, and/or the legitimate operation of the Promotion; to violate the Official Rules and General Terms; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of the Official Rules and General Terms; or (b) award any prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

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

By participating in the Promotion, entrants agree that Sponsor, the applicable social media platform provider (e.g., TikTok, Facebook, Instagram, Twitter, etc.) and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agents and agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the “Released Parties”) are not responsible for:

- any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion
- technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
- unauthorized human intervention in any part of the entry process or the Promotion;
- technical or human error which may occur in the administration of the Promotion or the processing of entries; or
- 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 or receipt or use or misuse of any prize.



No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in the Official Rules and General Terms to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

BY PARTICIPATING IN THE PROMOTION, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THE PROMOTION OR IN ANY RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF ANY APPLICABLE SOCIAL MEDIA PLATFORM OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE OR APPLICATION, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE PROMOTION, INCLUDING ANY WEBSITES AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

## **7. Publicity Release**

Except where prohibited by law, each winner grants to Sponsor (which grant will be confirmed in writing on request of Sponsor), its subsidiaries, affiliates, retailers, distributors, advertising, sweepstakes and similar promotional agencies, suppliers, and those acting pursuant to its authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the world wide web, at any time or times, such winner's name, portrait, picture, voice, likeness, and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without additional consideration, compensation, permission, or notification.

## 8. Intellectual Property

By submitting an entry, entrant agrees that all Content Submissions that entrant may submit to Sponsor or otherwise post in connection with the Promotion, including all rights embodied therein, whether sent via electronic mail, a social media platform or any other means, with the exception of personally identifiable information as identified in Sponsor's [Privacy Notice](#), are deemed to be non-confidential and non-proprietary and Sponsor shall have no obligation of any kind with respect to such content submissions. Sponsor shall be free to edit, exploit, modify, publish, reproduce, use, disclose, disseminate and distribute the Content Submission to others without limitation in any and all media now known or not currently known, throughout the world for any purpose without compensation, permission or notification to entrant or any third-party. Entrant hereby grants to Sponsor and its legal representatives, successors and assigns, for a period of ten (10) years, renewable at Sponsor's option, an irrevocable, and world-wide license to use the Content Submission in any form or format and to modify the same, and acknowledges and agrees that if Sponsor does use the Content Submission, entrant shall not be entitled to any credit, consideration, notice or payments of any kind. Entrant waives any moral rights he or she may have to the Content Submission and agrees that if Sponsor elects to use Content Submission for any purpose, all rights under copyright or other intellectual property rights which may result from that relating to entrant's content submission or from use of the same by Sponsor shall be the sole property of Sponsor. Entrant further agrees that if Sponsor elects to use entrant's Content Submission, entrant will execute any documents requested by Sponsor regarding this assignment. If any use by Sponsor of the Content Submission causes it to be liable to any third-party, entrant agrees to indemnify Sponsor and its agents, employees, affiliates, subsidiaries, representative and all related parties from and against any and all damages, costs, judgments and expenses (including reasonable attorney fees) which it incurs as a result of its use of the Content Submission.

Sponsor grants entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "[Sponsor's IP](#)") for the sole purpose of participating in the Promotion. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, entrants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to Sponsor, and each entrant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to entrants as set forth herein is transferred or created.

## 9. Disputes

Except where prohibited by law, entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate State Court; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (iii) 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. The Official Rules and General Terms will be governed by, and interpreted in accordance with the laws of the state of New York, excluding that state's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, will be governed by the laws of state of New York, excluding that state's choice-of-law principles.

#### **10. Privacy**

*US Entrants.* Any personal information sent to, shared with or collected by Sponsor in connection with this Contest is subject to Sponsor's [Privacy Notice](#) and each entrant understands that he/she is providing such information to Sponsor and to any social media platform provider (or its affiliates) (or its affiliates). Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' personal information submitted with entry for purposes of administering the Promotion (including but not limited to contacting and announcing the winner), for prize fulfillment, and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest. If an entrant has questions or concerns about the use of personal information by Sponsor, an entrant can contact Sponsor by emailing Sponsor at [tiktok@barberitos.com](mailto:tiktok@barberitos.com). If Sponsor needs, or is required, to contact an entrant concerning any event that involves the entrant's personal information, Sponsor may do so by email, direct message, telephone, or mail.

#### **11. Social Media Platform Disclaimer**

If the Promotion is being run on a social media platform, entrants in the Promotion, by participating in the Promotion via that social media platform, are also subject to that social media platform's data

policy, privacy policy, terms of use or other similar policies. Please visit the applicable social media platform's website for more details.

If the Promotion is being run, promoted, and/or publicized on any social media platform, entrants acknowledge that the Promotion is in no way sponsored, administered, or endorsed by the applicable social media platform(s). Entrants acknowledge the non-responsibility of the owner of the applicable social media platform, its officers, directors, employees and agents with regards to all aspects of the Promotion. Entrants specifically agree to release the applicable social media platform, its officers, directors, employees and agents from any and all liability associated with the Promotion.

#### **12. Nature of Relationship/Waiver of Equitable Relief**

Each entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Content Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Content Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Content Submission or other material submitted in connection with the Promotion, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Content Submission or any material based on or allegedly based on the Content Submission, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

#### **13. List of Winner(s)**

*Winners List.* For a winners list, send a stamped, self-addressed envelope to:

Think Traffic

Attn: Barberitos Winners List

417 N. 8<sup>th</sup> Street, Suite 300

Philadelphia, PA 19123

All requests for a winners list must be received no later than 30 days after the date of selection of the winner(s).

Copyright ©2023 Barberitos