

## Yucatan Foods, "How Do You Yucatan?" Official Rules

### **NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** "How Do You Yucatan?" ("Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, and representatives of Yucatan Foods, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Yucatan Foods, 5901 W. Century Blvd Ste. 1578, Los Angeles, CA 90045. Administrator: Reason Media, 14144 Ventura Blvd. #301 Sherman Oaks, CA 91423. Timing: The "Sweepstakes" begins on January 18<sup>th</sup>, 2019 at 11:59 p.m. Pacific Standard Time ("PST") and ends on February 5<sup>th</sup>, 2019 at 11:59 a.m. PST (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

**3. Agreement to Official Rules:** Participation in the Sweepstakes constitutes entrants 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. How to Enter:** There is only one (1) method of entry: **1) Website:** During the Sweepstakes Period access Sponsor's promotional microsite <http://www.avocado.com/howdoyouyucatan> and submit the registration form, including name, email address and DOB. Online entries via the Sponsor's website must be received by 11:59 a.m. PDT on February 5th, 2019. There is no cost to enter. No purchase is necessary.

### **LIMIT OF ONE SWEEPSTAKES ENTRY PER PERSON, PER HOUSEHOLD, PER EMAIL ADDRESS, PER SWEEPSTAKES PERIOD REGARDLESS OF THE METHOD OF ENTRY.**

Sponsor is not responsible for any problems with a person's entry, including technical failures related to computer, telephone, cable, unavailable networks or server connections, and/or other failures related to hardware, software or virus, or incomplete, late or misdirected entries. Limit one entry per person/email address/household address regardless of method of entry. Should the Sweepstakes become infected by a virus, tampering, unauthorized intervention, fraud, technical failures or other causes that in Sponsor's sole opinion corrupt or affect the security, administration, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and/or disqualify any individual who tampers with the entry process and to select winners from eligible, non-suspect entries received prior to the event requiring such modification or termination of the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an online entry the entry will be deemed to be submitted by the natural person in whose name the email account is registered with the appropriate domain name holder, as determined by Sponsor. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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

Sweepstakes as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Entries and entry information become the property of Sponsor and will not be returned. By participating in the Sweepstakes, Entrant hereby agrees to Sponsors' collection and usage of Entrant's personal information and acknowledges that Entrant has read and accepted each Sponsor's Privacy Policy.

**3. VERIFICATION OF POTENTIAL WINNERS:** Potential winners must continue to comply with all of the terms and conditions of these Official Rules and winning is contingent upon fulfilling all of the requirements. The potential winners will be notified by email.

**4. PRIZES:** The Sweepstakes has a Prize ("GP"), [collectively "Prize(s)"] as follows: Ten (10) GRAND PRIZES ("GP") with each of the 10 available GP prize packages consisting of the following components:

Quantity	Item	ERV
1	Kraft Box	\$0.85
3	Sombreros	\$7.50
25	Party Plates	\$5.00
50	Napkins	\$3.99
10	Mardi Gras Beads	\$2.00
4	Mustache Glasses	\$3.00
6	Tambourines	\$4.00
6	Maracas	\$3.50
4	Fiesta Beaded Necklaces	\$2.25
5	VIP Coupons	\$25.00
1	Bag of Nachos	\$3.00
	FedEx Ground Shipment	12.00
Total ERV		\$72.09

Any costs and incidentals not specified herein are the Prize winner's sole responsibility. If a potential Prize winner cannot accept the Prize as stated, that prize may be forfeited in its entirety and awarded to an alternate winner.

No substitutions, cash equivalents or transfers for the Prizes permitted except at the sole discretion of Sponsor, who reserves the right to substitute a prize (or prize component) with one of comparable or greater value in the event of unavailability. The Prize is non-refundable for cash and non-changeable once issued. In the event that a Prize component is not available for any reason, then remaining elements of

Prize shall constitute full satisfaction of Sponsor's Prize obligation to a person who is awarded a Prize ("Winner") and no additional compensation will be awarded. Prize(s) will not be replaced if lost by Winner. Any depictions of Prize (or Prize elements) are for illustrative purposes only. Winner is responsible for any and all expenses and taxes not included in the Prize package, including, but not limited to, Federal, state and local taxes. Prizes are provided "as is" and without any warranty of any kind.

**5. DRAWING:** Potential Winners will be randomly selected from among all eligible entries received during the Sweepstakes Period, on or about the week of February 12, 2019 by the Administrator. The decisions of the Administrator and Sponsor will be final and binding and cannot be appealed. All Prize Winners will be notified by e-mail and must meet all eligibility requirements including the execution and delivery of all necessary releases (as described below).

**6. CLAIMING PRIZES/RELEASES:** Eligibility, age and all claims made by a potential Winner is subject to verification. Sponsor is not responsible for fraudulent mail sent to entrants not by Sponsor. If a potential Winner cannot be reached after a reasonable effort has been exerted, or if a potential Winner is found to be ineligible, an alternate Winner may be selected in Sponsor's sole discretion. If the Prize or Prize notification is returned as undeliverable or if the potential Winner fails to respond to notification attempts, the potential Winner may be disqualified, and an alternate Winner may be selected in Sponsor's sole discretion. In the event the Winner declines the Prize or Winner fails to return completed releases (as described below), Sponsor may elect, in its sole discretion, to select an alternate Winner. If a dispute arises regarding who submitted an on-line entry, the entry will be deemed submitted by the legitimate holder of the e-mail account as determined by Sponsor. Potential Winner must complete, sign, have notarized and return an Affidavit of Eligibility/Prize Acceptance/Liability and (where legally permissible) Publicity Release Form, except where prohibited by law, within five (5) days of receipt of same. By accepting any Prize, Winner(s) consent to the use of Winner'(s) and names, photographs and likenesses, without additional compensation, for advertising, trade and promotional purposes in all media, whether now known or hereafter devised, in perpetuity, throughout the Universe except where prohibited by law. If a selected potential Winner fails to comply with the official rules and/or to submit required documentation within the designated period, the Prize will be forfeited and an alternate Winner may be selected at Sponsor's sole discretion. By accepting a Prize, a Winner further acknowledges that the Sweepstakes Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied in fact or in law, relative to Prize or Prize suppliers or to any portion thereof, including by not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose. Sponsor shall not be responsible or liable for its failure to contact potential Winner(s) due to an incorrect, out of date or undeliverable email address or telephone number. Entrants should be sure to update their user accounts regularly with their correct contact information so that they will be able to receive prizes if selected as a potential Winner. A potential Winner, who fails to notify Sponsor with any complaint or problem within three (3) days after attempted Prize notification, forfeits their right to do so.

**7. ODDS:** The odds of winning a Prize from the Sweepstakes depend upon the total number of eligible Entries (as determined by the Official Rules) received during the Sweepstakes Period.

**8. GENERAL RULES AND REGULATIONS:** By entering the Sweepstakes, Entrants agree to waive any rights

to claim ambiguity with the Official Rules. All Entrants further acknowledge that if they are chosen as a Winner, certain of their personally identifying information may be disclosed to third parties at least as required by law including, without limitation, Winner's name on a "Winners' List." The Winner's name will be kept on file for two (2) years after the end of the Sweepstakes. Decisions made by Sponsor in relation to this Sweepstakes are final and binding in all matters, including, without limitation, interpretation of these Official Rules and the awarding of the Prize, and cannot be appealed. By entering, Entrants agree to release the Sponsor, Administrator and Sweepstakes Entities from any and all liability, claims or actions of any kind whatsoever for injuries, death, damages or losses to persons and property which may be sustained in connection with the receipt, ownership, use or misuse of the Prize, or while preparing for, participating in, utilizing and/or traveling to any Prize-related activity (if any), including any indirect, incidental, consequential or punitive damages. Sponsor, Administrator and Sweepstakes Entities expressly disclaim any responsibility or liability for injury, death or loss to any person or property relating to the delivery and/or subsequent use, malfunction, availability, and delay in delivery of the Prize awarded. Sponsor, Administrator and Sweepstakes Entities shall not be liable to Winner or any other person for failure to supply the Prize or any part thereof, by reason of any acts beyond the reasonable control of Sponsor typically defined as acts of force majeure (including but not limited to acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, technical difficulties, terrorist acts, earthquake, tsunami, derechos, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), lock-out, labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control ["Force Majeure"]). Sponsor, Administrator and Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s) or other transportation companies or any other persons providing any of these services, if applicable. Sponsor, Administrator and Sweepstakes Entities shall not be liable for any loss or damage to baggage, if applicable. The Sweepstakes Entities, Administrator nor Sponsor do not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any Prize including, without limitation, quality, merchantability or fitness for a particular purpose. Sponsor may modify, rescind, cancel or revoke the Sweepstakes at any time in their sole discretion without notice or liability. Entrants who attempt to tamper with this Sweepstakes in any way shall be disqualified. All federal, state and local laws and regulations apply. Additional restrictions may apply. Any attempt to deliberately damage the Sweepstakes or operation of the Sweepstakes is unlawful and subject to legal action by Sponsor, Administrator and/or Sweepstakes Entities who may seek damages to the fullest extent permitted by law. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Without limitation of the foregoing, any use of software or hardware, including without limitation, a program, mechanism, system, robot, "bot", macro or other artificial device, process and/or other system (collectively defined as "Manipulation") is strictly prohibited. Sponsor may suspend or discontinue the Sweepstakes if, in its sole opinion, there is any actual or suspected tampering of the Sweepstakes, or any other malfunction, event or activity that may affect the integrity of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to terminate any Entrant's participation in the Sweepstakes whom Sponsor suspects have engaged in any Manipulation. False or deceptive Entries or

acts, as determined by Sponsor, in its sole discretion, will render the Entrant ineligible for the entire Sweepstakes. Sponsor reserves the right, in its sole discretion, to suspend or cancel or modify the Sweepstakes at any time if a computer virus, bug, malfunction, Manipulation or other technical problem, regardless of the cause, affects, compromises, or corrupts the administration, security, or proper play of the Sweepstakes. Notice of cancellation will be posted at the Yucatan Foods “How Do You Yucatan?” entry page. Prizes that are not obtained through authorized legitimate methods, or are the result of Manipulation, mechanical, electronic, digital or computer or other error, are void. No more than the stated number of prizes in these Official Rules will be awarded. In addition to the foregoing, if for any reason (including, but not limited to, events of Force Majeure and other events not within the reasonable control of Sponsor, Administrator and/or Sweepstakes Entities) Sponsor cannot continue the Sweepstakes, Sponsor may, in its sole discretion, cancel this Sweepstakes or extend the Promotion Period. Participation in the Sweepstakes constitutes Entrant’s understanding of and full and unconditional agreement to and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor’s decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally.

SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF AN IRREGULAR ENTRY OR IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS SWEEPSTAKES.

**9. Release of Liability; Limitation of Liability:** By participating in the Sweepstakes, Entrant agrees that Sponsor, Administrator and Sweepstakes Entities, their respective shareholders, officers, directors and employees, and their agents, representatives, parent companies, affiliates, subsidiaries, related companies, advertising, promotion, and fulfillment agencies, and legal advisors (the “Released Parties”) are not responsible for and shall not be liable for:

- a) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible entries, lost, misdirected or otherwise undeliverable electronic mail, mail, or postage-due notices, release forms, affidavits or other correspondence;
- b) potential winner’s unsuccessful efforts to claim any Prize;
- c) any telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, slowdowns, failures, or difficulties of any kind;
- d) failed, incomplete, garbled, or delayed computer transmissions;
- e) human error;
- f) any condition caused by events beyond the reasonable control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted, however minor;

g) any injuries, losses, or damages of any kind, including without limitation, personal injury, death and property damage arising in connection with or as a result of the acceptance, possession, or use of a Prize, or from participation in the Sweepstakes;

h) any unauthorized Sweepstakes plays or Manipulation by a person;

i) any printing or typographical errors in any materials associated with the Sweepstakes, or errors attributable to a malfunctioning Prize notice or pop-up window associated with the Sweepstakes;

j) any claims based on publicity rights, likeness, defamation or invasion of privacy;

k) any claims involving the laws of tort; or

l) any damage to any Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of this Sweepstakes.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL EXEMPLARY, TREBLE OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S: (1) ACCESS TO AND USE OF, OR INABILITY TO ACCESS SITE(S) (2) DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SITE(S), (3) PARTICIPATION IN THE GAME AVAILABLE ON THE SITE(S) OR (4) ACCEPTANCE OF ANY PRIZE OR (5) PARTICIPATION OR ATTEMPTED PARTICIPATION IN THE GAME. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE(S), INCLUDING WITHOUT LIMITATION, THE GAME ON THE SITE(S), ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT. ENTRANT SHOULD CHECK ENTRANT'S LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. DISPUTES: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prizes awarded, shall be resolved by submission to a final and binding arbitration to be held in Los Angeles, California before a single arbitrator or in, Seattle, Washington before a single arbitrator. For purposes of venue the parties agree that the arbitration shall take place in Los Angeles, California or Seattle, Washington. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/ Endispute. The arbitration shall be a confidential proceeding, closed to the general public and will use and implement the Federal Rules of Evidence with respect to the entire arbitration process. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing

(recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court); (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, exemplary, treble, incidental and consequential damages and any other damages whatsoever including all rights to have damages multiplied or otherwise increased other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor, Administrator and/or Sweepstakes Entities in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of California. Furthermore, in the event that an Entrant acts could be deemed to infringe or diminish Sponsor's intellectual property rights, including but limited to, copyright, trademark, confidential information, good will, business reputation then Sponsor retains any and all rights and remedies in both law and at equity including but not limited to injunctive relief and such actions will be filed in the appropriate state or federal courts. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision

**11. RULES/WINNERS LIST:** For a copy of the rules and/or the winners list, send a request and a self-addressed, stamped envelope to: Yucatan Foods "How Do You Yucatan?" "Rules"/ "Winner's List" (specify which), Yucatan Foods, 5901 W. Century Blvd. Ste., 1578, Los Angeles, CA 90045. Requests must be received by July 24th, 2019. The Official Rules will be accessible from the Yucatan Guacamole "How Do You Yucatan?" page during the Sweepstakes Period. The Winner's name may be posted on the Yucatan Guacamole's Facebook page.