

# Texas Ricos Fall 2023 Scratch Off

## OFFICIAL RULES

### NO PURCHASE NECESSARY

**PROMOTION DESCRIPTION:** Texas Ricos Fall 2023 Scratch Off (the “**Promotion**”) begins on or about August 28, 2023, at 12:00 a.m. Eastern Time (“ET”) and ends on October 22, 2023, at 11:59 p.m. ET (the “Promotion Period”). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Ricos Products, 830 S Presa St. San Antonio, TX 78210 (“Sponsor”), which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal United States residents who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of **Sponsor**, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize are not eligible to participate. Promotion is void where prohibited by law.

**HOW IT WORKS:** During the Promotion Period, eligible entrants will have the opportunity to receive a prize/offer in this Promotion. Eligible entrants must complete a registration form including first and last name, official business email address, company name, title, state and acceptance of official rules in order to be eligible for a prize/offer in this Promotion. After completion, instructions to play a virtual game will be presented. At the conclusion of the virtual game for the prize/offer, you will be informed if you have won a prize/offer in this Promotion and directed with instructions to receive the prize presented (subject to verification of eligibility). If you receive a message that contains any message other than a winning prize/offer message, you are not a winner. In addition, the entrant will earn an entry into the grand prize drawing with each online game win, **up to a max of one (1) entry per person day for the grand prize drawing.**

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor’s Privacy Policy. **Limit one (1) play per person and/or per email address per day.**

Prize/Offer Winner Determination: One (1) computer generated winning time will be randomly generated for each Prize/Offer available in this Promotion. If you are the first participant to participate in the game at or after one of the randomly generated times, you will be a potential winner of the Prize/Offer indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your prize/offer during your online session. If you receive a message that contains any message other than a winning message, you are not a prize/offer winner. At the conclusion of the sweepstakes, one (1) winner will be randomly selected from all eligible entries. Each potential grand prize winner will have seventy-two (72) hours to respond after being contacted by email and/or phone number provided during the registration to play. In the event that a potential grand prize winner does not respond with the seventy-two (72) hour time frame, the next alternate will be contacted and the seventy-two (72) hour clock will be restarted. In the event that the grand prize winner or either of the two alternates not qualify or respond within the seventy-two-hour window, the prize will not be awarded.

Grand Prize Winner Determination: On or about October 23, 2023, one (1) winner and two (2)

alternates will be randomly selected from all eligible entries as of that date for the grand prize as described in the PRIZES/OFFERS/ODDS section herein.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If applicable, the ability to participate via SMS Mobile Messaging is designed to work with all major domestic wireless carriers but Sponsor makes no guarantee that any particular wireless carrier's network will be compatible with and/or permit participation in the Promotion via SMS Mobile Messaging. Sponsor, in its sole discretion and/or to comply with a particular wireless carrier's requirements, may revise the list of participating wireless carriers at any time without notice. To participate via SMS Mobile Messaging, an entrant's mobile phone must be capable of sending and receiving text messages. Message and data rates may apply to all text messages sent and received even if the attempted entry is not successfully transmitted for any reason.

If due to technical, production or other errors, more prizes/offers are claimed than intended, the intended prize/offer will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE/OFFER. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE/OFFER, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize/offer claim is solely the responsibility of the participant.

#### **PRIZES/OFFERS/ODDS:**

- One (1): One (1) Signed Coach Sark Football – ARV \$100
- Twenty-Five (25): One (1) 15 oz Gourmet Nacho Cheese Sauce Can – ARV \$2
- One (1): One (1) \$50 University Co-Op Gift Card – ARV \$50

- Twenty-Five (25): One (1) 2lb Bag of Nacho Chips – ARV \$3
- Twenty-Five (25): One (1) 4-pack Nacho Cheese Sauce Cup – ARV \$3
- Fifty (50): One (1) 4.25 oz Bag of Butter Popcorn – ARV \$2
- One (1): Two (2) Tickets to a Texas Longhorns Home Football game (Winner’s Choice) - ARV \$200
- Ten (10): One (1) 15 oz Queso Pronto - ARV \$4

At the conclusion of the Sweepstakes Period, the following Grand Prize will be awarded with a random winner selection from all entries –

- One (1): Four (4) Tickets to the Texas vs Kansas State 11/4 Home Game, One (1) \$250 University Co-Op Gift Card, One (1) Ricos Products Gift Basket - ARV \$750

All prizes are based on random computer-generated winning times. UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. Odds of winning a prize depend on the total number of eligible plays and the time and date upon which they are entered. There is no guarantee that all prizes will be awarded.

**GENERAL PRIZE/OFFER CONDITIONS:** No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential winner of a prize valued at \$600 or more must execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

**GENERAL:** Acceptance of a prize/offer constitutes prize/offer winner’s permission for Sponsor and its designees to use prize/offer winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize/offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize/offer, including, without limitation, to such prize/offer’s quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant’s or any other person’s computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize/offer notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature;

or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**WINNER'S LIST:** For the names of the prize/offer winners, send a self-addressed, stamped envelope to: Texas Ricos Fall 2023 Scratch Off Sweepstakes c/o Sponsor address, c/o Learfield, 2400 Dallas Pkwy # 500, Plano, TX 75093. All such requests must be received within six (6) weeks after the end of the Promotion Period.

**The PROMOTION is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Facebook and Twitter are completely released of all liability by each PARTICIPANT in this PROMOTION. Direct any questions/comments/complaints regarding the Promotion to Sponsor, not Facebook or Twitter.**