

La Michoacana Meat Market Sweepstakes

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE STATE OF TEXAS ONLY. VOID WHERE PROHIBITED BY LAW.

- 1. Sweepstakes Description.** The La Michoacana Meat Market Sweepstakes (the “Sweepstakes”) begins on or about July 14, 2021 at 12:01 a.m. Central Standard Time (CST) and ends on August 10, 2021 at 11:59 (CST) (the “Promotion Period”). At the end of the Promotion Period, one thousand sixty (1,060) winners will be selected as set forth more fully below. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and decisions of La Michoacana Meat Market, 8830 Long Point Rd., Houston, TX 77055 (“Sponsor”) which shall be final and binding in all respects.
- 2. Eligibility.** Entrant must be a resident of the State of Texas and 18 years of age or older at the time of entry. Employees of La Michoacana Meat Market its parents, subsidiaries, affiliates, advertising and promotion agencies and their family/household members (defined as parents, step-parents, spouses, children, stepchildren, siblings and stepsiblings) are *not* eligible to enter. VOID OUTSIDE OF THE TEXAS AND WHERE PROHIBITED BY LAW. All federal, state and/or local rules and regulations apply. The Sweepstakes, Sweepstakes materials, and any website pages or advertisements relating thereto are intended for viewing only within the State of Texas.
- 3. How to Enter.** The Sweepstake must be entered by submitting an entry using the online form provided on this site [\(INSERT LINK HERE\)](#). The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. You may enter the Sweepstakes *once per day* during the Promotion Period, and you must fill in the information requested. You may not enter more times than indicated by using multiple e-mail addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of the Sponsor.
- 4. Prizes/Approximate Retail Value (“ARV”)/Odds.** The approximate retail value of each prize is \$50.00. The prizes are: one thousand sixty (1,060) 3-Gallon Gatorade Dispenser Coolers. You are not guaranteed to win a prize and your chance of winning is dependent on the total number of eligible entries received. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 5. Winner Selection & Notification.** Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor on or about August 13, 2021. Each potential winner will be notified by phone at the telephone number(s) provided on Sweepstakes entry within 72 hours of the drawing. Winners need not be present to win. Sponsor's representative will attempt to call the number provided at the time of entry three times over a 24-hour period and no messages will be left. If a potential winner does not respond to notification within 24 hours of the notification being sent, winner status will be forfeited, and the prize will be awarded to an alternate winner for the applicable drawing, at Sponsor's sole discretion. Prizes must be picked up at one of the 150 plus La Michoacana Meat Market stores mutually agreed upon by Sponsor and winner. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time Sponsor and winner agreed to meet for prize pickup, or fails to complete and execute a declaration and release as required, prize

may be forfeited, and an alternative winner selected. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

6. **Rights Granted by you:** By entering this Sweepstakes you understand that Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
7. **Terms:** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes Rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws 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.
8. **Limitation of Liability.** By entering you agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

Sponsor make no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

9. **Privacy Policy.** Information submitted with an entry is subject to the Privacy Policy stated on the La Michoacana Meat Market website. Click here <https://www.lamichoacanameatmarket.com/en/privacy-policy/> to read the Privacy Policy.
10. **Winner List.** You may obtain a copy of the Winner's names or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to:

La Michoacana Meat Market
8830 Long Point Rd.

Houston, TX 77055

RE: Request for Sweepstakes Rules/Request for Sweepstakes Winner List

11. **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 SWEEPSTAKES 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 OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
12. **Arbitration Provision.** By participating in this Sweepstakes, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Sponsor relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by the AAA and conducted before a sole arbitrator in accordance with the rules of the AAA; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Houston, TX; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply Texas law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.
13. **FACEBOOK/INSTAGRAM.** THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM. ENTRANT INFORMATION IS BEING COLLECTED AND USED BY SPONSOR, NOT BY FACEBOOK OR INSTAGRAM. YOU AGREE THAT FACEBOOK AND INSTAGRAM ARE NOT AND WILL NOT 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 AN ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES.