

## **SNAK KING SWEEPSTAKES OFFICIAL RULES**

1. **HOW TO ENTER: NO PURCHASE OR INTERNET ACCESS NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The Snak King Fall Favorites El Sabroso® Brand Sweepstakes (the “Sweepstakes”) begins at 12:00 a.m. Pacific Standard Time (PST) October 1, 2018 and ends 11:59 p.m. PST on October 5, 2018 (“entry period.”) There is one way to enter. No other method of entry will be accepted.

To enter during the entry period, share the post on the Snak King Facebook page with your snack loving friends and like the Snak King Facebook page. Entries must be completed by 11:59 p.m. PST on October 5, 2018. Limit one entry per person. Incomplete entries are void. Odds of winning depend upon the number of eligible entries received.

Snak King assumes no responsibility for lost, late, misdirected, illegible or mutilated entries or for any computer, online, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability, garbled or jumbled transmissions, service provider, Internet, web site, or other accessibility or availability issues, or unauthorized human intervention, or any technical malfunctions that may occur. Entrants must be the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (*e.g.*, business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain name associated with the submitted e-mail address.

2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the U.S. who are 18 years of age or older as of the date the Sweepstakes begins. Employees of Snak King or any other company involved in the Sweepstakes, their subsidiaries, affiliates, prize suppliers, and advertising and promotional agencies, and their immediate families (spouse, parents, children, siblings and their spouses) and individuals living in the same household as such employees or their family members are ineligible. This Sweepstakes is governed by the laws of California and is subject to all applicable federal, state, and local laws and regulations. The Sweepstakes is void where prohibited by law.

3. **RANDOM DRAWING:** Winners will be selected by a random drawing from among all eligible entries received. Winner’s names will be published on Snak King’s Facebook page. By participating, entrants agree to be bound by the Official Rules and the decisions of the judges, which shall be final and binding. Winners will be notified via email, mail, telephone, and/or by overnight courier.

4. **PRIZES:** One (1) winner will be selected and will receive one (1) box of assorted El Sabroso® branded product (total approximate retail value \$30). The prize cannot be exchanged for cash, and cannot be used in conjunction with any other promotion. Snak King reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. No substitution or transfer of prizes is permitted except as provided herein.

5. **GENERAL CONDITIONS:** These rules set out the legally binding contract between entrant and Snak King in relation to the Sweepstakes. Entrant will be deemed to have accepted these terms by entering the Sweepstakes. All federal, state, and local taxes, fees and surcharges on prizes are the sole responsibility of the prize winners. Prize winners may be required to execute and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within seven (7) days

following notification. Return of any prize and/or prize notification as undeliverable or failure of any entrant to comply with any Official Rules will result in disqualification and selection of an alternate winner.

Winners grant Snak King the right to use and publish his or her legal name, image and state of residence online and in print, or any other media, in connection with the Sweepstakes. Except for winners who are residents of the State of Tennessee, acceptance of a prize constitutes permission for Snak King and its advertising and promotional agencies to use winners' name, image, likenesses, photograph, and audio and visual recordings of winner for editorial, advertising and promotional purposes without payment of additional compensation unless prohibited by law. By entering, participant releases and holds harmless Snak King, Facebook their respective parent companies, subsidiaries, affiliates, directors, officers, employees, shareholders, attorneys, agents and representatives, advertising and promotional agencies, successors and assigns from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Sweepstakes or any prize won, any misuse or malfunction of any prize awarded, participation in any Sweepstakes related activity, or participation in the Sweepstakes.

As a condition of entering in this Sweepstakes, entrant agrees that any and all disputes that cannot be resolved between and the parties, and causes of action arising out of or connected with this Sweepstakes shall be resolved exclusively on an individual basis, without resort to any form of class action, before a court of competent jurisdiction located in Los Angeles, California, which court shall apply the laws of the state of California without regard for rules of conflicts of law. In any such dispute, entrant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (if any) associated with participating in the Sweepstakes, and entrant hereby waives all rights to have damages multiplied or increased.

**CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SNAK KING RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**6. LIMITATIONS OF LIABILITY:** Snak King and Facebook are not responsible for any incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error that may occur in the processing of submissions in the Sweepstakes, including but not limited to any misprints or typographical errors. Snak King and Facebook assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Snak King and Facebook are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Snak King which corrupt or affect the administration,

security, fairness, integrity or proper conduct of this Sweepstakes, Snak King reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

IN NO EVENT WILL SNAK KING OR FACEBOOK, THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, ADVERTISING AND PROMOTIONAL AGENCIES, OR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF THE INTERNET SITE [www.snakking.com](http://www.snakking.com) OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS 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 LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS

7. **LIST OF WINNERS:** For a list of winners, after October 5, 2018, mail a separate, self-addressed stamped envelope to: "Snak King, El Sabroso Sweepstakes Winners," 16150 East Stephens St, City of Industry, California 91745.

8. **SPONSOR:** This Sweepstakes is sponsored by Snak King, 16150 East Stephens St, City of Industry, California 91745. It is not sponsored, endorsed, administered by, or associated with Facebook.

9. **PRIVACY:** Any personal information entrant provides will be treated in accordance with Snak King's privacy policy. <https://www.snakking.com/snak-king-privacy-policy/>

These terms together with our website terms of use and privacy policy constitute the whole legal agreement between entrant and Snak King with regard to any entrant's entry in the Sweepstakes.

