

# PRIMOS CUP GIVEAWAY

## OFFICIAL RULES, TERMS AND CONDITIONS

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

Primos Cup Giveaway ("Giveaway") is open only to those who are 18 years of age as of the date of entry. The Primos Cup Giveaway is only open to legal residents of the United States of America and is void where prohibited by law. Employees of Primos Mexican Food and Primos Management Inc. (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Giveaway.

The Giveaway is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Primos Mexican Food, as final and binding as it relates to the content. Entries will be accepted in stores starting on or about June 14, 2018 and ending July 14, 2018. All in store entries must be received by July 14, 2018 11:59PM EST.

The Giveaway must be entered by submitting a Giveaway Ticket in store at a participating Primos Mexican Food location. The Giveaway Ticket entry must fulfill all Giveaway 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 Primos Mexican Food. You may enter only up to three times or once per drawing and you must fill in the information requested, complete name, contact phone number and contact email. You may not enter more times than indicated by using multiple email 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 Primos Mexican Food.

Winners will receive Two (2) Tickets to the Roma Vs. Hotspurs game at SDCCU Stadium on July 25, 2018 (\$250 value), Dinner for Two (2) people at Primos Mexican Food & Bar (\$100 value) and One (1) Official Replica FIFA Roma or Hotspurs Jersey (\$100 value). (1) Official Replica FIFA World Cup Soccer Ball (\$30 value). 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 non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or 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 Primos Mexican Food to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. The odds of winning depend on the number of eligible entries received.

Winners of the Giveaway will be selected in Three (3) random drawings under the supervision of the Sponsor. Winners will be notified via email and/or phone to the email address and/or phone number they entered the Giveaway with within Five (5) days following the winner selection. Primos Mexican Food shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within Five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. The receipt by winner of the prize offered in this Giveaway 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 GIVEAWAY AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

By entering this content you understand that Primos Mexican Food, anyone acting on behalf of Primos Mexican Food, 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 Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

Primos Mexican Food reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway 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 Giveaway. In such case, Primos Mexican Food may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Primos Mexican Food. Primos Mexican Food 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 Giveaway, Social Media Sites or Website or violates these Terms & Conditions.

Primos Mexican Food has the right, in its sole discretion, to maintain the integrity of the Giveaway, 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 Giveaway rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any website, social media site or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws and should such an attempt be made, Primos Mexican Food reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Giveaway you agree to receive email newsletters periodically from Primos Mexican Food. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

By entering you agree to release and hold harmless Primos Mexican Food 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 Giveaway 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 Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway), and participant further waives all rights to have damages multiplied or increased. Information submitted with an entry is private and will not be distributed to outside parties. To obtain a copy of the winner's names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Primos Mexican Food 7065 El Cajon Blvd., San Diego CA 92115. Requests must be received no later than July 25, 2018.

The Sponsor of the Giveaway is Primos Management Inc., 7065 El Cajon Blvd., San Diego CA 92115.