

LA BANDERITA®

“DÍA DE LOS MUERTOS SWEEPSTAKES” OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

Purchase does not increase chances of winning.

La Banderita “Día de los Muertos Sweepstakes” (the “Sweepstakes”) begins at 12:01 AM Pacific Daylight Time (“PT”) October 15, 2020 and ends at 11:59 PM PDT November 3, 2020 (the “Sweepstakes Period”). Administrator’s (defined below) computer is the official time keeping device for the Sweepstakes.

I. ELIGIBILITY: The Sweepstakes is open only to legal residents of the 48 contiguous United States (excludes Alaska, Hawaii and all United States territories and possessions), who are eighteen (18) years of age or older as of October 15, 2020. Employees of Olé Mexican Foods, Inc. [6585 Crescent Dr, Norcross, GA 30071] (the “Sponsor”), Reason Media [14144 Ventura Blvd, STE 301 Sherman Oaks, CA 91423], an independent marketing and judging organization (the “Administrator”) or any other company or individual involved with the design, production execution or distribution of the Sweepstakes or their related entities, distributors, affiliates, subsidiaries, advertising and promotion fulfillment agencies, retailers, and their immediate family members (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and/or household members (people who share the same residence) of such employees are not eligible (the “Sweepstakes Entities”). Void in Alaska, Hawaii, all United States territories and possessions and where prohibited by law.

2. HOW TO ENTER: There are two (2) methods of entry: **i) Website:** During the Sweepstakes Period access Sponsor’s promotional microsite (<http://www.olemex.com/diadelosmuertos>) and submit the registration form, including complete name, valid email address, company name, birth date, valid residential mailing address (including city, state, and zip code), and phone number (including area code); **ii) Mail-in Entry Form:** Entrants may also enter by printing their complete name, valid residential mailing address (including city, state, and zip code), telephone number (including area code), valid email address, and birth date on a 3" x 5" postcard and mailing to: La Banderita “Día de los Muertos” Sweepstakes, 6585 Crescent Dr, Norcross, GA 30071. Online entries via the Sponsor’s website or via mail-in entries must be received by 11:59 PM PDT on November 3, 2020.

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

Entries must include all required information. Any entry or submission containing incorrect, incomplete, or illegible information, or which is sent from an invalid email address, will be disqualified. Sponsor, Administrator, and Sweepstakes Entities are not responsible for lost, late, misdirected, incorrect, illegible, incomplete, invalid, unintelligible, or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Official Rules, or for any entry not submitted or received due to any technical

error or failure, human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any phone or cellular phone provider, network computer online systems, computer equipment, servers, or software, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes; or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer, phone line or cellular transmissions and/or network connections; all of which shall be disqualified. 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. The email account holder must be eligible according to these Official Rules. Proof of being the authorized email account holder may be required. 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 Sponsor's collection and usage of Entrant's personal information and acknowledges that Entrant has read and accepted Sponsor's Privacy Policy, available at <http://www.olemex.com/PrivacyPolicy>.

By participating and submitting an entry, Entrant agrees that Sponsor, Administrator, and the Sweepstakes Entities are authorized to contact Entrant using the information provided by Entrant, including by telephone, email, or mail to make Entrant aware of information pertinent to the Sweepstakes and to distribute information regarding the Sponsor's products, special events or promotional offers. Entrants may opt-out of any further email communication at any time by following the provided opt-out instructions. Any available opt-in opportunities are not required to enter the Sweepstakes and checking the opt-in boxes will not improve your chances of winning.

3. PRIZES: The Sweepstakes will award La Banderita Día de los Muertos Prize Packs as Grand Prizes ("Prizes") (estimated retail value ("ERV"): \$25.00), each consisting of the following items:

1. One (1) La Banderita Día de los Muertos tote bag / ERV: \$6.00
2. One (1) La Banderita Día de los Muertos face mask / ERV: \$5.00
3. One (1) La Banderita Día de los Muertos t-shirt / ERV: \$10.00
4. One (1) bag of limited-edition La Banderita Totopos / ERV: \$4.00

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.

4. WINNER SELECTION AND NOTIFICATION: Three (3) Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor each day of the Sweepstakes Period and, at the discretion of Sponsor, possibly for a longer period if Prizes remain. Winners will be notified via email ("Prize Notification") to the email address provided upon entry within five (5) days following the drawing. Prize Notifications will provide instructions for how to claim Prizes. Sponsor shall have no liability for a Winner's failure to receive a Prize Notification due to a Winner's spam, junk email or other security settings, or for a Winner's provision of incorrect or otherwise non-functioning email address. All Winners must meet all eligibility requirements including the execution and submission of all necessary releases and documentation (as described below).

If a selected Winner cannot be contacted via email, fails to claim the Prize within fifteen (15) days from the time the Prize Notification was sent, or otherwise is determined to be ineligible, any Prize may be forfeited and an alternate 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.

The decisions of the Administrator and Sponsor will be final and binding and cannot be appealed.

5. PRIZE ELIGIBILITY; VERIFICATION OF POTENTIAL WINNERS: To be eligible for a Prize, each Winner shall: (1) complete and submit an Affidavit of Eligibility & Liability/Publicity Release ("Affidavit and Release Form") within five (5) days of receiving a Prize Notification in the manner instructed by the Sponsor or Administrator; (2) pay all applicable taxes (including, but not limited to, all local, state and federal taxes) on any Prize awarded; and (3) if requested, present a copy of a valid driver's license, passport, military photo identification card to confirm the Winner's identity and legal residency.

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.

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 submit completed releases and forms (as described herein), Sponsor may elect, in its sole discretion, to select an alternate Winner. If a dispute arises regarding who submitted an online entry, the entry will be deemed submitted by the legitimate holder of the email account as determined by Sponsor. Potential Winner must complete and submit 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 but 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 Olé Mexican Foods "La Banderita Día de los Muertos Sweepstakes" 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, 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 AN 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 SWEEPSTAKES AVAILABLE ON THE SITE(S) OR (4) ACCEPTANCE OF ANY PRIZE OR (5) PARTICIPATION OR ATTEMPTED PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE(S), INCLUDING WITHOUT LIMITATION, THE SWEEPSTAKES 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. ARBITRATION OF DISPUTES ("AGREEMENT TO ARBITRATE"): BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF RELATING TO THE SWEEPSTAKES, PRIZE, OFFICIAL RULES, OR WEBSITE WILL BE SETTLED IN BINDING ARBITRATION BETWEEN YOU AND SPONSOR, ADMINISTRATOR, AND SWEEPSTAKES ENTITIES—NOT IN A COURT OF LAW. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS OBLIGATION TO ARBITRATE.

UNLESS OTHERWISE AGREED TO IN A SIGNED WRITING BY YOU AND SPONSOR, ADMINISTRATOR, AND SWEEPSTAKES ENTITIES: (1) YOU WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING OR AN ATTORNEY GENERAL ACTION; AND (2) THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE ENTRANT'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. NOTWITHSTANDING THE FOREGOING, ALL PARTIES RETAIN THE RIGHT TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS APPLICABLE AND THE RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN A COURT OF COMPETENT JURISDICTION TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF A PARTY'S COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER ENTRANTS.

IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT, SUBJECT TO ANY PARTY'S RIGHTS TO APPEAL THE COURT'S DECISION. ALL OTHER CLAIMS WILL BE ARBITRATED.

THE ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES AND PROCEDURES, INCLUDING THE AAA'S CONSUMER ARBITRATION RULES (AS APPLICABLE), AS MODIFIED BY THIS AGREEMENT TO ARBITRATE. THE AAA'S RULES ARE AVAILABLE AT WWW.ADR.ORG. THE AAA'S RULES WILL DETERMINE THE NUMBER OF

ARBITRATORS THAT MAY PRESIDE OVER AN ARBITRATION CONDUCTED UNDER THIS AGREEMENT TO ARBITRATE. A PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST SEND TO THE OTHER(S), BY CERTIFIED MAIL, A COMPLETED FORM NOTICE OF DISPUTE. IF THE PARTIES ARE UNABLE TO RESOLVE THE CLAIMS DESCRIBED IN THE NOTICE WITHIN THIRTY (30) DAYS AFTER THE NOTICE IS SENT, YOU OR SPONSOR, ADMINISTRATOR, AND THE SWEEPSTAKES ENTITIES MAY INITIATE ARBITRATION PROCEEDINGS. A FORM FOR INITIATING ARBITRATION PROCEEDINGS IS AVAILABLE ON THE AAA'S WEBSITE AT WWW.ADR.ORG. IN ADDITION TO FILING THIS FORM WITH THE AAA IN ACCORDANCE WITH ITS RULES AND PROCEDURES, THE PARTY INITIATING THE ARBITRATION MUST MAIL A COPY OF THE COMPLETED FORM TO THE OPPOSING PARTIES.

THE ARBITRATION HEARING WILL BE HELD IN GWINNETT COUNTY, GEORGIA. IF THE VALUE OF THE RELIEF SOUGHT IS \$10,000 OR LESS, YOU OR SPONSOR, ADMINISTRATOR, AND THE SWEEPSTAKES ENTITIES MAY ELECT TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE OR BASED SOLELY ON WRITTEN SUBMISSIONS, WHICH ELECTION WILL BE BINDING ON YOU AND THE SWEEPSTAKES ENTITIES, SUBJECT TO THE ARBITRATOR'S DISCRETION TO REQUIRE AN IN-PERSON HEARING, IF THE CIRCUMSTANCES WARRANT. IN CASES WHERE AN IN-PERSON HEARING IS HELD, PARTIES MAY ATTEND BY TELEPHONE, UNLESS THE ARBITRATOR REQUIRES OTHERWISE.

THE ARBITRATOR WILL DECIDE THE SUBSTANCE OF ALL CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT RESPECT TO CONFLICTS OF LAWS DOCTRINES, INCLUDING RECOGNIZED PRINCIPLES OF EQUITY, AND WILL HONOR ALL CLAIMS OF PRIVILEGE RECOGNIZED BY LAW. THE ARBITRATOR IS NOT BOUND BY RULINGS IN PRIOR ARBITRATIONS INVOLVING DIFFERENT ENTRANTS. THE ARBITRATOR'S AWARD IS FINAL AND BINDING. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

PAYMENT OF ALL FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S RULES. UNLESS OTHERWISE DETERMINED BY THE ARBITRATOR, EACH PARTY WILL BE RESPONSIBLE FOR THEIR OWN FEES.

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: La Banderita Día de los Muertos Sweepstakes "Rules"/"Winner's List" (specify which), Olé Mexican Foods, Inc. 6585 Crescent Dr, Norcross, GA 30071. Requests must be received by November 15, 2020. The Official Rules will be accessible from the Olé Mexican Foods "Día de los Muertos Sweepstakes" page during the Sweepstakes Period. The Winner's name may be posted on the Olé Mexican Foods "Lunchtime Hero" page.

12. 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.