

OFFICIAL PROMOTION SWEEPSTAKES RULES

**EL AHORRO, LA MICHUACANA, AND SELLERS BROS.**

**DIA DE LOS MUERTOS PROMOTION SWEEPSTAKES**

NO PURCHASE NECESSARY

VOID WHERE PROHIBITED BY LAW.

- 1. The Promotion Sweepstakes.** In honor of Día de los Muertos, Rosara Investments, LLC, La Michoacana Meat Market TM Holdings, LLC, and Sellers Bros., Inc. (the “Sponsors”) are gifting a prize (“Prize”) to sixteen (16) lucky Winners (“Winners”). Eight (8) first place winners will be gifted a Samsung Galaxy Tablet and eight (8) second place winners will be gifted an Amazon Gift Card. Registration for this Promotion Sweepstakes begins on **October 1, 2024, at 10 am Central Standard Time** and ends on **November 2, 2024, at 5 pm Central Standard Time** (the “Registration Period”). By participating in the Promotion Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Promotion Sweepstakes Rules and decisions of the Sponsors, 8830 Long Point Rd. Ste. 700, Houston, TX 77055 which shall be final and binding in all respects.
- 2. Eligibility.** Entrants must be 18 years of age or older at the time of entry. A parent or guardian of a child within the age bracket, zero (0) to ten (10) years of age, may enter the sweepstakes on behalf of that child. Employees of Sponsors, their parents, subsidiaries, affiliates, advertising and Promotion Sweepstakes agencies and their family/household members (defined as parents, stepparents, spouse, children, stepchildren, siblings, and stepsiblings) are not eligible to enter. All federal, state and/or local rules and regulations apply. This sweepstakes is for residents of Texas. El Ahorro, La Michoacana, and Sellers Bros. stores and affiliates located outside of Texas are not participating in this sweepstakes. Entrants may only register by requesting a coloring book at participating El Ahorro, La Michoacana, and Sellers Bros. Stores (“Participating Store” or “Participating Stores”) or related promotional events in Texas. By participating in the Promotion Sweepstakes, Entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects. VOID OUTSIDE OF THE UNITED STATES AND WHERE PROHIBITED BY LAW.
- 3. How to Enter.** In order to register, Entrants must scan a QR code located in coloring book distributed at participating select stores and promotional events, take a picture of their child’s drawing, and complete the online registration form. Registration does not guarantee that any Entrant will receive a Prize. The Registration Period ends on November 2, 2024, at 5 pm CST. The QR code scan method of entry is designed to work with all currently available apps, but the Sponsors make no guarantee that any particular app or mobile device that is used will be capable of submitting an entry.

4. **Entry Limits.** A limit of one (1) entry per child. One parent or guardian may enter on behalf of multiple children. Duplicate entries received from the same person will be automatically eliminated if they are entered on behalf of the same child.
5. **Random Drawing/Winner Selection:** The Winners will be selected at the end of the Registration Period, or as soon as practicable. The Winners will be selected from Entries received and processed during the registration period. Sponsors' decisions are final in all matters relating to this Sweepstakes. Odds of winning depends upon the number of Entries received.
6. **Winner Selection & Notification.** The Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsors on or about November 8, 2024. The Winners will be notified via e-mail and SMS text message to the e-mail address and phone number provided in the registration form used to enter the Sweepstakes ("Notification"). Notification will be sent to Winners on November 8, 2024 and prizes will be distributed on November 11, 2024. Sponsors shall have no liability for a Winner's failure to read or receive notices due to Winner's spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. Notification is deemed to have occurred immediately upon sending of an email. The Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

If the selected Winner cannot be contacted, is ineligible, fails to claim their Prize within 7 days from the time awarded notification was sent, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner may be selected from among all remaining entries, up to three (3) alternates, after which the applicable prize will remain un-awarded. The alternate winner would be selected in a random drawing of all remaining eligible Sweepstakes entries. No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winner(s), or remaining winner(s), as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

The receipt by the 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 PROMOTION SWEEPSTAKES RULES BY ANY WINNER (AT SPONSORS' SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. Entrants agree that if a Winner is found to have violated these Official Promotion Sweepstakes Rules, or otherwise does not meet the eligibility criteria, such Prize will be forfeited and awarded to an alternate Winner in a random drawing from among all remaining

Entries. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry.

- Prize:** Each first place winner will receive a Samsung Galaxy Tablet (the “Grand Prize”) and each second place winner will receive an Amazon gift card (the “Second Prize”) (collectively the “Prizes”). The Prizes will be distributed as described in accordance with the rules herein. Total approximate retail value of the Grand Prize: \$300. Total approximate retail value of the Second Prize: \$100. ALL EXPENSES, FEDERAL, STATE, AND LOCAL TAXES AND COSTS ASSOCIATED WITH ACCEPTANCE AND USE OF PRIZE NOT SET FORTH IN THESE OFFICIAL PROMOTION SWEEPSTAKES RULES ARE THE OBLIGATION OF THE WINNER. No assignment, transfer, or substitution of any Prize is permitted by the Winner. Sponsors reserve the right to substitute any Prize for a different prize of equal or greater value, in its sole discretion. Prizes have no cash redemption value. Sponsors make no representations about the functionality of the Prize. All issues and questions regarding the prize and its use must be directed to the prize manufacturer or affiliated companies at the sole cost and expense of the Winner. Any depiction of a Prize is for illustrative purposes only. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes as required by law.

Any unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sponsor is not responsible for and will not replace any lost, mutilated, or stolen prizes or any prize that is undeliverable or does not reach a Winner because of an incorrect or changed address. If a Winner does not accept the entire prize, the unaccepted prize will be forfeited, and the Sponsor will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded. The Sponsor is not responsible for and the Winner will not receive the difference, if any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material.

- General Conditions:** Sponsors reserve the right, in its sole discretion to cancel, terminate, modify, or suspend the Promotion Sweepstakes should it determine there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or if fraud or technical difficulties of any sort (e.g., computer virus or bugs) impact the administration, security, or fairness of the Promotion Sweepstakes. In such case, Sponsors reserve the right to distribute the Prize at its sole discretion. Sponsors reserve the right to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion Sweepstakes or website or violates these Official Promotion Sweepstakes Rules. By entering the Sweepstakes, you agree to periodically receive email specials from Sponsors. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the emails.
- Limitation of Liability.** By entering and/or participating, You on behalf of yourself, heirs and assigns hereby: (a) release Sponsors from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property, including death

and bodily injury, which may be sustained in connection with the conduct or outcome of the Promotion Sweepstakes or the receipt, ownership or use or misuse of any prize awarded, (b) indemnify and hold harmless Sponsors from and against any and all claims arising from the foregoing, and (c) indemnify and hold harmless Sponsors from and against any and all claims arising from your acts or omissions. Under no circumstances will Sponsors be liable for punitive, incidental, consequential, or special damages (including lost profits) or any other damages in excess of actual out-of-pocket costs incurred (if any) not to exceed \$50, but in no event will attorneys' fees be awarded or recoverable.

- 10. Internet.** If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors that corrupts or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsors reserve the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes, and to disqualify any individual who tampers with the entry process. Sponsors 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. Sponsors are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or for the failure of any e-mail or entry to be received by Sponsors on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from participation in this Sweepstakes. CAUTION: ANY ATTEMPT BY A CONTESTANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 11. Disclaimer.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SPONSORS' FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL PROMOTION SWEEPSTAKES RULES WILL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.
- 12. Privacy Policy.** Information submitted with an entry is subject to the Privacy Policy stated on the La Michoacana Meat Market TM Holdings, LLC's website. Click [here](#) to read the Privacy Policy. By participating in this Promotion Sweepstakes, Entrants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted Sponsors' privacy policy.

13. **Winner List.** You may obtain a copy of the Winner's names or a copy of these Official Promotion Sweepstakes Rules, by sending your request via mail with a stamped, self-addressed envelope to:

La Michoacana Meat Market TM Holdings, LLC  
8830 Long Point Rd., Suite 700  
Houston, TX 77055  
RE: Request for Dia de los Muertos Sweepstakes Rules/Request for Sweepstakes Winner List

Requests received after one (1) month following the final drawing date will not be fulfilled.

14. **Entry Information and Promotion Communications.** As a condition of entering the Promotion Sweepstakes, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion Sweepstakes and to comply with applicable laws, regulations and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Promotion Sweepstakes or on a Promotion winner's list.
15. **Governing Law/Jurisdiction.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Promotion Sweepstakes Rules or the rights and obligations of the Entrants or Sponsors in connection with the Promotion Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules related to other state's laws.
16. **Disputes.** 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 Sponsors 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, Texas; (iv) the arbitrator's decision shall be controlled by these Official Promotion Sweepstakes 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 Sponsors' 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 Sponsors; (viii) in the event that the administrative fees and deposits that must be

paid to initiate arbitration against Sponsors exceed \$125 USD, and Entrant is unable to pay any fees and deposits that exceed this amount, Sponsors agree 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, Sponsors 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.

17. **FACEBOOK/INSTAGRAM.** THIS PROMOTION SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM. ENTRANT INFORMATION IS BEING COLLECTED AND USED BY SPONSORS, 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 PROMOTION SWEEPSTAKES.

18. **Entrant's Consent to Use and Publication:** By entering this Promotion Sweepstakes, You consent to Sponsors, anyone acting on behalf of Sponsors, or its respective licensees, successors and assigns, where permitted by law, without any further notice or review, printing, publishing, broadcasting, distributing, and using, worldwide in any media, including but not limited to, inclusion on Sponsors' website, social media pages, Facebook, and Instagram, in perpetuity, your name, portrait, picture, voice, likeness, image or statements about the Promotion Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without compensation and waive all your rights for payment in connection with the publication.

19. **Parental Consent.** You, the undersigned ("Parent/Guardian"), consent to the Sponsors anyone acting on behalf of Sponsors, or its respective licensees, successors and assigns, where permitted by law, without any further notice or review, printing, publishing, broadcasting, distributing, and using, worldwide in any media, including but not limited to, inclusion on Sponsors' website, social media pages, Facebook, and Instagram, in perpetuity, your Child's and/or Children's name, portrait, picture, voice, likeness, image or statements about the Promotion, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without compensation and release and waive all rights for payment in connection with the publication. You understand that this information is not being requested or provided from your Child or Children and that as his/her/their legal guardian you are freely providing the information, consent release and waiver.