

**TORTILLA JO'S  
E-MAIL SIGN-UP SWEEPSTAKES [UNLIMITED GUACAMOLE CAMPAIGN]  
SPONSORED BY THE PATINA GROUP NEWCO, LLC**

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**OFFICIAL SWEEPSTAKES RULES**

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- **NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.**
- **VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**
- **BY ENTERING THIS SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL SWEEPSTAKES RULES AS A BINDING CONTRACT.**

1. **Sponsor and Administrator:** The Patina Group Newco, LLC, 1150 S. Olive Street, Suite TGL-25, Los Angeles, California 90015 (“Sponsor”).
2. **Sweepstakes Description and Submission Period:** [Tortilla Jo’s Email Sign-Up Sweepstakes **Unlimited Guacamole Campaign**] (the “Sweepstakes”) begins on **June 25**, 2019 at 12:01 a.m. Pacific Time, and shall run until July 15nd, 2019 at 11:59 p.m. Pacific Time, which may be extended in Sponsor’s sole discretion (the “Submission Period”). A drawing will be held on July 22nd, 2019 to determine the winner. All entries for the drawing must be submitted during the Submission Period. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules and the decisions of Sponsor, which shall be final and binding in all respects. This Sweepstakes is void in Puerto Rico, and all other U.S. territories, U.S. military installations in foreign countries and possessions and everywhere prohibited by law.
3. **Eligibility:** The Sweepstakes is open only to legal residents of the United States who are 18 years of age and older or if different, the age of majority as established by such individual’s state of residence, as of the date of entry. Employees, officers, directors, managers and members, along with their respective immediate family members, of Sponsor and its affiliates, and any other entities involved in any manner with the marketing, sponsoring, fulfilling or administration of the Sweepstakes (collectively, the “Sweepstakes Entities”), are not eligible to participate or win. The term “immediate family member” includes spouses, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren or other family extension, regardless of where they live, and any persons residing in the same residence as the winner at least three (3) months per year, whether related or not.
4. **How to Enter:** To enter this Sweepstakes, each entrant must complete and submit an entry form on our website [<https://www.patinagroup.com/tortilla-jos/win-free-guacamole>]. You may also enter by mail, by hand printing your name, complete address, age and email address on a postcard and mailing it via first-class mail postage pre-paid to: [Tortilla Jo’s Email Sign-Up Sweepstakes **Unlimited Guacamole Campaign**] 1510 Disneyland Dr, Anaheim, CA 92802. Mail-in entries must be postmarked and website submission entries submitted, by the close of the Submission Period and received by Sponsor no later than 11:59 p.m. on the day prior to the drawing date. Qualified and valid entries will

be entered into the drawing for the Submission Period in which the entry was received. By entering this Sweepstakes, you are agreeing to being added to our e-mail and mailing lists.

5. **LIMIT:** Each entrant may only make one (1) entry into the Sweepstakes. Any entrant that attempts to obtain more than one (1) entry by using multiple/different email accounts, addresses, identities or any other methods will be disqualified. Sponsor is not responsible for late, incomplete, or invalid entries, which will be disqualified. In the event of a dispute over the identity of an entrant, the entry will be deemed to be submitted by the Authorized Account Holder (as defined below) at the time of entry of the email address provided on the entry. For the purposes of these Official Sweepstakes Rules, the "Authorized Account Holder" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide identification and information sufficient to show Sponsor that the entrant is the Authorized Account Holder, including, but not limited to, proof issued by the applicable email address assignor. You may enter the Sweepstakes even if you are already on our email list.

Any entries that do not comply with these Official Sweepstakes Rules, as determined in Sponsor's sole discretion, will also be disqualified from the Sweepstakes. Decisions of the Sponsor in all matters relating to the Sweepstakes are final and binding. Potential winners may be required to provide proof of eligibility upon request. Proof of submission of entry does not constitute proof of delivery of entry.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. **ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF AN ENTRANT MAKES SUCH AN ATTEMPT, SPONSOR MAY DISQUALIFY SUCH ENTRANT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.**

6. **Odds of Winning:** Odds of winning the prize depend on total number of eligible entries received during the Submission Period.

7. **General Conditions.** Subject to its sole discretion, Sponsor reserves the right to disqualify any entrant that has, whether in writing or orally, directly or indirectly, criticized or disparaged Sponsor, its affiliates or Tortilla Jo's. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If for any reason the Sweepstakes is not capable of running as planned, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes and to disqualify any individual who tampers with the entry process. In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prize by means of a random drawing comprised of all eligible entries received for the affected drawing prior to and/or after (as appropriate) the action taken by Sponsor, or otherwise award the prize for such affected drawing in a manner which is fair, appropriate, and consistent with these Official Sweepstakes Rules, as determined

by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the Sponsor's website at [<https://www.patinagroup.com/tortilla-jos/win-free-guacamole>]

8. **Winner Selection:** The Sweepstakes will have one winner. Sponsor will randomly select the winner from among all eligible entries received by Sponsor during the Submission Period on the day following the close of the Submission Period. The winner will be contacted via email by the Sponsor. The winner may be required to execute and return an Affidavit of Eligibility/Release/Indemnification and a Publicity Release, where allowed by law, within forty-eight (48) hours after it is received as a condition precedent to receiving the prize. The failure of the winner to comply with any of the foregoing requirements, the return of a prize notification as undeliverable or a winner's non-compliance with these Official Rules, will cause the winner to forfeit the prize and an alternate winner will be selected from the remaining eligible entries, time permitting. All prizes must be claimed by the winner in-person at Tortilla Jo's within ninety (90) days of the Sponsor emailing the winner notification of his or her selection as winner.

9. **Prize Details and Restrictions:** Each winner will receive as a prize free Tableside Guacamole! from the Starters section of our menu for their entire table of up to ten people (including the winner). The prize can be redeemed and consumed only at Tortilla Jo's, located at 1510 Disneyland Dr. Anaheim, CA 92802 during its regular business hours and no "take-out" of the prize will be permitted, including portions not consumed at the time of redemption. The prize must be redeemed no later than **ninety (90) days** after the Sponsor has emailed the winner notification of being selected as the winner. If the winner does not redeem the prize during Tortilla Jo's regular business hours during such period, the winner forfeits the prize in its entirety and an alternate winner will not be selected.

The retail value of the prize is up to approximately \$125 depending upon the number of people served. Federal, state and local taxes and other governmental charges (as applicable), and the reporting consequences thereof, are the sole responsibility of winner. Winner must submit a valid executed IRS Form W9, and if required by law, will receive a 1099 tax form from Sponsor reflecting the fair market value of the prize received.

All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including, without limitation, any costs associated with the winner traveling to and from Tortilla Jo's to pick up the prize. Winner is responsible for all federal, state and local taxes, if applicable.

The prize cannot be refunded, commissioned, bartered, exchanged, or redeemed for cash from the Sponsor. The prize is non-negotiable and non-transferable except to a surviving spouse residing in the same household or otherwise with the Sponsor's permission. No substitutions of the prize are allowed, except with Sponsor's permission or where required by law, a prize of equal or greater value may be substituted. If for any reason the prize (or portion thereof) becomes unavailable, Sponsor, in its sole discretion, may award a substitute prize of equal or greater value to winner (except as otherwise indicated herein). Prize conditions may be added or modified by Sponsor, in its sole discretion.

**THE PRIZE IS REDEEMABLE ONLY DURING THE 90- DAY PERIOD COMMENCING ON THE DATE THE SPONSOR NOTIFIES THE WINNER VIA EMAIL OF BEING SELECTED AS THE WINNER** and cannot be combined with any other offer, promotion or discount. Winner acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

**10. Releases and Indemnification.** The Sweepstakes Entities, along with such entities' respective officers, directors, members and employees (collectively, the "Released Parties") are not responsible for and do not assume any liability for (i) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (ii) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes or for any miscommunications or for the incorrect or inaccurate capture of information, or the failure to capture any information; (iii) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or transmission or communications line failure, regardless of cause, with regard to any equipment, software, systems, networks, lines, satellites, servers, computers or providers; (iv) inaccessibility or unavailability of the Internet, including any failure of any electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, application, or any combination thereof; or (v) any injury or damage to the entrant's or to any other person's computer, phone, or tablet device which may be related to or resulting from any attempt to participate in the Sweepstakes or access or download any materials relating to the Sweepstakes or the Sponsor's website. Without limiting the generality of the foregoing, none of the Released Parties assumes any responsibility or liability for (a) damages, losses or injury resulting from acceptance or use of the prize and (b) a lost, stolen, late, misdirected, misprinted, damage, or delayed prize notification and/or prize.

EACH ENTRANT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, FACEBOOK AND INSTAGRAM FROM ANY AND ALL LIABILITY FOR CLAIMS, INJURIES, CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WRONGFUL DEATH, PERSONAL INJURY INFRINGEMENT, ARISING OUT OF OR RELATED, IN WHOLE OR IN PART, TO PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, OR FROM ENTRANT'S POSSESSION, ACCEPTANCE, RECEIPT OR USE/MISUSE OF THE PRIZE, WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND, FURTHER EACH ENTRANT AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY LIABILITY OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION WITH THE FOREGOING. Released Parties are not responsible for any inability of any winner to accept or use the prize (or any portion thereof) for any reason.

**11. Publicity Release:** By participating in the Sweepstakes, in addition to any other rights which may be granted in any other agreement entered into between Sponsor and any entrant in the Sweepstakes, each entrant irrevocably grants to Sponsor and its respective successors, assigns, and licensees, the right to use such entrant's name, likeness, image, biographical information and statements about the Sweepstakes in any and all media anywhere in the universe for any purpose, including, without limitation, advertising and publicity purposes, as well as in connection with the Sweepstakes, without additional compensation except where prohibited by law and hereby releases the Released Parties from any liability with respect thereto.

**12. Force Majeure:** In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the prize or continuing with the Sweepstakes as contemplated by these Official Sweepstakes Rules by any event beyond its control, including but not limited to (i) fire, flood, earthquake, explosion, natural or man-made epidemic of health or other means; (ii) labor dispute or strike; (iii) act of God or public enemy; (iv) satellite or equipment failure; (v) riot or civil disturbance; (vi) terrorist threat or activity, war (declared or undeclared); (vii) any federal, state or local government law, order, or regulation; (viii) public health crisis; (ix) order of any court or jurisdiction; (x) or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate

the Sweepstakes. If the Sweepstakes is terminated before the end of the Submission Period, Sponsor will (if possible) select the winner(s) from all eligible entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances

13. **DISPUTES/ARBITRATION/CHOICE OF LAW:** Except where prohibited by law, and subject to the release and waiver of claims provisions herein, entrants agree: (i) that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the rules set forth below, then effective; (ii) to waive any right to seek or obtain injunctive or other equitable relief; (iii) that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iv) that under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of entrant and/or Released Parties in connection with Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine of New York or any other jurisdiction.

By participating in this Sweepstakes, each entrant agrees: (a) that any and all disputes the entrant may have with, or claims entrant may have against, the Released Parties relating to, arising out of or connected in any way with (1) the Sweepstakes, (2) the awarding or redemption of any prize, and/or (3) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (b) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the U.S. Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (c) the arbitration shall be held in the county of Erie, State of New York, U.S.A.; (d) the arbitrator's decision shall be controlled by the terms and conditions of these Official Sweepstakes Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (e) the arbitrator shall apply New York law and United States law consistent with applicable statutes of limitations, and shall honor claims of privilege recognized at law; (f) 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; (g) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (h) 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 (or not required under the rules of JAMS) 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; (i) 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 (j) with the exception of subpart (f) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, 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. If, however, subpart (f) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

14. **General.** Because of the unique nature and scope of the Sweepstakes, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Sweepstakes Rules or otherwise governing the Sweepstakes. Sponsor also reserves the right, in its sole and absolute discretion, to modify, suspend, extend, or terminate the Sweepstakes, for any reason or no reason. If the Sweepstakes is terminated by Sponsor before the end of the Submission Period, Sponsor may select the winner(s) from all eligible entries received as of the date of the termination and inclusion in any such drawing will be each entrant's sole and exclusive remedy. Notice of such action by Sponsor will be posted on the Sponsor's website at [<https://www.patinagroup.com/tortilla-jos/win-free-guacamole>].

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise stated in these Official Sweepstakes Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Sweepstakes Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosure and other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Official Sweepstakes Rules, these Official Sweepstakes Rules shall prevail and govern.

15. **Privacy Policies.** Information provided by you for this Sweepstakes during the entry process is subject to Sponsor's privacy policy located at <https://www.patinagroup.com/privacy-policy>. By entering this Sweepstakes, entrant agrees that Sponsor has the right to contact the entrant via the e-mail address submitted by entrant to enter the Sweepstakes in order to administer and fulfill this Sweepstakes.

16. **Winners List:** To request any legally required winner's list, send an email with subject line: "Tortilla Jo's Sweepstakes" to [ContactUs@patinagroup.com](mailto:ContactUs@patinagroup.com).

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