

# HERDEZ® Salsa Go To The LA Clippers Game Sweepstakes ("Sweepstakes")

## OFFICIAL RULES and PARTICIPATION AGREEMENT ("Official Rules")

**NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES.** Individuals who participate in the Sweepstakes or submit an entry are sometimes referred to herein as an "Entrant."

**1. SPONSOR:** MegaMex Foods, LLC ("**MegaMex**") and LA Clippers LLC ("**LA Clippers**") and collectively with MegaMex, "**Sponsor**").

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins at **9:00 a.m. Pacific Time ("PT") on March 9, 2024** and ends at **11:59 p.m. PT on April 3, 2024** (the "**Sweepstakes Period**"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

**3. ELIGIBILITY:** Sweepstakes is open only to individuals who are at least eighteen (18) years of age on the entry date, who are legal residents of California and whose primary residence is within a one hundred fifty (150) mile radius of the city of Los Angeles, California (the "**Sweepstakes Area**"). Sponsor and their respective employees, agents, officers, directors, members, managers and owners, the National Basketball Association and its member teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, owners, members, directors, managers, officers, employees and their advertising agencies, promotional partners and prize providers associated with this Sweepstakes (collectively, the "**Sweepstakes Entities**" and each a "**Sweepstakes Entity**"), and their immediate families (i.e., spouse, domestic partner, parents, legal guardians, grandparents, grandchildren, siblings, children and "step" of each) and those individuals living in their same household (i.e., people who share the same residence at least three (3) months a year, whether legally related or not) are not eligible to enter or win.

**4. HOW TO ENTER / THE SUBMISSION:** To enter the Sweepstakes, during the Sweepstakes Period, Entrants must honestly and completely submit the required information at **www.NBA.com/Clippers/Herdez** (the "**Submission**"). Entrants must complete and submit the Submission with all required information for the entry to be eligible. There is a limit of one (1) entry per person. Sponsor reserves the right to verify eligibility of all Entrants. The name of the "authorized account holder" associated with any given email address will be deemed to be the Entrant and must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, an online service provider, or another organization that is responsible for assigning email addresses or the domain associated with the submitted email address. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the Entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Submissions that are in excess of the stated limits, incomplete, ineligible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Submissions submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. Entrants who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

**5. WINNER SELECTION & NOTIFICATION:** **One (1) winner(s) will be selected in this Sweepstakes.** Entrants that properly complete all necessary steps and complies with all required conditions will be chosen by Sponsor or its designee as a potential Prize winner ("**Potential Winner**"). Potential Winner(s) will be selected via a random drawing around **April 4, 2024**. Odds of winning depend on the total number of Entrants. Potential Winner(s) will be contacted via phone, mail, email, or via social media direct message (with the specific notification method to be determined at Sponsor's sole discretion) ("**Prize Notification**") on or around April 4, 2024, and must redeem Prize within twenty-four (24) hours of such notification. To be confirmed as a Prize winner ("**Prize Winner**"), Potential Winner(s) may be required to sign and return within five (5) days of notification attempt by Sponsor, an Affidavit of Eligibility, Liability and Publicity Release ("**Affidavit**"), including Potential Winner's full name and street address (no P.O. Boxes) within the Sweepstakes Area, or the Prize(s) will be forfeited and an alternate Potential Winner may be selected by Sponsor (and

in such case this process will be repeated). If the Potential Winner fails to return the Affidavit within the specified time, or if any Prize or Prize Notification is returned as undeliverable, or if the Potential Winner is found to be ineligible or if the Potential Winner does not comply with the Official Rules or the requests of Sponsor, then the Potential Winner may be disqualified and an alternative winner selected by Sponsor in its sole discretion in his/her place, random from among all eligible non winning entries received by Sponsor for the Sweepstakes.

**6. PRIZES:** One (1) Prize Winner(s) will receive the following (“Prize”):

- **Four (4) tickets to the LA Clippers vs. Utah Jazz home game at Crypto.com Arena in Los Angeles, California (the “Arena”) on April 12, 2024**
  - Approximate Retail Value (“ARV”): \$1,200
- **Four (4) \$100 gift cards to the Team LA store**
  - ARV: \$400

Total ARV of the Prize: \$ **\$1,600**. Any difference between stated value and actual value will not be awarded. The specific seat location in the Arena will be determined by Sponsor in Sponsor’s sole discretion. Travel to/from the Arena to attend the game will not be provided as part of the prize in this Sweepstakes.

**7. PRIZE RESTRICTIONS:** No portion of the Prize may be transferred, redeemed for cash or substituted, except by Sponsor (in its sole discretion), which reserves the right to substitute any portion of the Prize, including, without limitation, Prize unavailability.

LA Clippers merchandise and tickets to be determined by LA Clippers in its sole discretion. All expenses not specifically identified as included in the Prize are the sole responsibility of Prize Winner(s). The Prize and all elements thereof, are subject to availability. The Prize is awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prize is at Prize Winner’s sole risk and Sweepstakes Entities are not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of the Prize.

Prize Winner(s) will be solely responsible for all federal, state and local income and/or other applicable taxes and fees as well as other expenses associated with the receipt of his/her/their Prize and/or use. Prize Winner may be issued a 1099-MISC tax form for the ARV of the Prize. Failure to take or complete any portion of the Prize(s) may not relieve the Prize Winner of his/her/their tax obligations associated with winning the Prize. The ARV of the Prize is based on available information provided to Sponsor and the value of any Prize awarded to Prize Winner(s) may be reported for tax purposes as required by law. Prize Winner(s) may be required to provide Sponsor with a valid social security number before the Prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Prize Winner for the actual value of the Prize(s) received. Unclaimed Prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Entities are not responsible for and will not replace any lost, mutilated, or stolen Prizes or any Prize that is undeliverable or does not reach Prize Winner because of an incorrect or changed address. If the Prize Winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and the Sweepstakes Entities will have no further obligation with respect to that Prize or portion of the Prize. No more than the stated Prize(s) will be awarded. Sweepstakes Entities are not responsible for and Prize 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 Sweepstakes-related correspondence or material.

**8. PUBLICITY/PRIVACY POLICY:** Except where prohibited by law, Prize Winner’s Submission and acceptance of a Prize constitutes the Prize Winner’s irrevocable, sub-licensable, absolute right and permission for the Sweepstakes Entities to use, publish, post or display said Prize Winner’s name, photograph, likeness, statements, biographical information, voice, city and state address, Prize information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sweepstakes Entities’ sole discretion) for any purpose, including but not limited to advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant releases all Sweepstakes Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates the Sweepstakes Entities to make use of any of the rights granted herein and Prize Winner waives any right to inspect or approve any such use. The personal information will be collected, processed and used in accordance with LA Clippers’ Privacy Policy. LA Clippers’ privacy policy can be found at [http://www.nba.com/news/privacy\\_policy.html](http://www.nba.com/news/privacy_policy.html).

**9. GENERAL CONDITIONS:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. All Entrants agree

to follow the Official Rules and release, discharge, hold harmless and indemnify the Sweepstakes Entities, and all of their respective members, managers, equity holders, officers, directors, parents, subsidiaries, partners, agents, employees, successors and assigns each of them (collectively, the "Released Parties") from and against any and all liability, damages or causes of action (however named or described), with respect to or arising out of any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from (i) acceptance, possession, misuse or use of any prize or participation in any promotional-related activity or participation in this Sweepstakes (including travel to/from any Sweepstakes activity, including, without limitation, the game); (ii) any acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons, including those arising from any travel to/from any prize event or activity); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. Without limiting the generality of the foregoing, Entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose.

In consideration for being awarded a Prize, or any portion thereof, each Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the irrevocable use of Prize Winner's name and/or likeness in any and all advertising, promotions and other publicity conducted by Sweepstakes Entities, except where prohibited by law. Sponsor reserves the right to modify the scheduling of the Sweepstakes without prior notification, and the right to make changes or additions to these Official Rules for any reason at any time. The Sponsor's failure to enforce any term of these Official Rules shall constitute a waiver of that provision.

**10. RELEASE:** PRIZE WINNERS AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE, ANY PORTION THEREOF OR PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITY OR PARTICIPATION IN THIS SWEEPSTAKES. Each Entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties 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 a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize.

By entering this Sweepstakes, the Entrant agrees to the following Statement:

I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

**11. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed, and/or lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on computer networks, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participating in the Sweepstakes or downloading any material for the Sweepstakes, or other telecommunications malfunctions which may limit an Entrant's ability to participate. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or the Released Parties. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, the Released Parties each reserve the right to seek damages from any such person to the fullest extent permitted by law. If for any reason this Sweepstakes is not capable of running as

planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves its right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

To the maximum extent permitted by law, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE SWEEPSTAKES, INCLUDING ANY ACCESS TO OR USE OF THE LA CLIPPERS' WEBSITE OR ITS OTHER RESPECTIVE SOCIAL MEDIA SITES, OR ANY DOWNLOADING FROM OR PRINTING MATERIAL FROM THESE WEBSITES OR SOCIAL MEDIA SITES. EVERYTHING ON THESE WEBSITES OR OTHER SOCIAL MEDIA SITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. WINNERS AGREE THAT ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY. BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

## **12. DISPUTES - MANDATORY ARBITRATION:**

Except where prohibited, as a condition of participating in this Sweepstakes, each Entrant agrees that any dispute, claim or controversy arising out of or relating to the Sweepstakes or the breach, termination, enforcement, interpretation or validity of the Official Rules thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, except Rule 6(e) of those Expedited Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

These Official Rules and the rights of the parties hereunder shall be governed by and construed in accordance with the substantive laws of the State of California, exclusive of conflict or choice of law rules.

The parties acknowledge that the Sweepstakes evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

In any arbitration arising out of or related to the Sweepstakes, the arbitrator(s) (a) are not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages; and (b) may not award any incidental, indirect or consequential damages, including damages for lost profits.

Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action.

All costs of arbitration will be borne by the Sponsor including any remaining JAMS Case Management Fees and all professional fees for the arbitrator's services.

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

**13. WINNER LIST/RULES:** For a copy of the of the Official Rules visit [www.NBA.com/Clippers/Herdez](http://www.NBA.com/Clippers/Herdez). Winners will be posted on Sponsor's website following the conclusion of the Sweepstakes.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any entity through which the Sweepstakes is promoted. Any questions, comments or complaints regarding this Sweepstakes should be directed to Sponsor.

**14. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

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#### **ABBREVIATED RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Must be a legal resident of CA whose primary residence is within a one hundred fifty (150) mile radius of the city of Los Angeles, CA, 18 or older. Entries must be publicly viewable to be considered eligible. Entries must be rec'd by and promotion ends at **11:59 p.m. PT on April 3, 2024**. Go to [www.NBA.com/Clippers/Herdez](http://www.NBA.com/Clippers/Herdez) for Official Rules and details. ARV of the prize: **\$1,600**. Odds of winning depend on the total number of entries received. Void where prohibited by law. Sponsor: LA Clippers LLC and MegaMex Foods, LLC, 333 South Anita Srive, Suite 1000, Orange, CA 92868.