

Takis® Gameday Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

SWEEPSTAKES PERIOD: The Takis® Gameday Giveaway (the “Sweepstakes”) starts on December 2, 2024 at 12:00 p.m. Central Time (“CT”) and ends on February 4, 2025 at 11:59 p.m. CT (“Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are 13 years of age or older as of date of entry. Eligible minors must obtain their parents or legal guardians permission prior to participating. Employees of Barcel USA, LLC (“Sponsor”), and TPN Holdings LLC, RealTime Media LLC (“Administrator”), their respective subsidiaries, distributors, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws.

HOW TO ENTER: There are two (2) ways to enter;

Method #1: During the Sweepstakes Period, you may receive one (1) Sweepstakes entry by making a purchase of two (2) or more 9.9 oz. or larger bags of Takis® Fuego, Buckin’ Ranch, Intense Nacho and/or Blue Heat in a singular purchase (“Qualifying Purchase”) from any location that Takis® snacks are sold and take a photo of the valid unique receipt (“Receipt Photo”) showing the Qualifying Purchase. **Qualifying Purchase must be made by 11:59 p.m. CT on February 4, 2025.** Receipt Photo(s) must clearly show the receipt(s) in its entirety. Participants should keep their receipt(s) for a period of thirty (30) days after the Sweepstakes has ended. Sponsor reserves the right to require a participant to provide original receipt(s) for verification purposes upon request. Scan the QR code on the Takis® display or visit TakisGamedayGiveAway.com (the “Website”) during the Sweepstakes Period, provide your email address, complete the registration form in the required fields (required fields include: Full Name, Email Address, Mailing Address (no P.O. Boxes), Birth Date, and Phone Number) and upload your Receipt Photo. Upon registering, each eligible, completed registration form received, along with proof of purchase of a Qualifying Product via Receipt Photo, will provide entrant with one (1) entry into the Sweepstakes. Returning users will enter their email address and bypass the registration form. The uploading of Receipt Photo must be completed by 11:59 p.m. CT on February 4, 2025. Sponsor’s clock is considered the official clock for the Sweepstakes.

Method #2: To receive one (1) Sweepstakes entry without making a Qualifying Purchase or uploading a receipt, send an email with the subject line “Alternate Entry – Takis® Gameday Giveaway” to takisgamedaygiveaway@promosupport.com and in the body of the email provide your true and accurate complete name (no initials), valid email address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth. Limit one (1) entry request per email. Each email must be received by February 4, 2025 at 11:59 p.m. CT.

Photocopied, illegible or mechanically produced entries or purchase receipts are not eligible. All entries become the property of Sponsor and will not be returned, and no receipt of confirmation will be provided. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries. No mechanical reproductions will be accepted. Sponsor is not responsible for lost, late, illegible, invalid, misdirected, mutilated, incomplete, or delayed email entries, which will be disqualified.

LIMIT: Limit of one (1) Sweepstakes entry per person, per email address, per day throughout the Sweepstakes Period, regardless of method or combination of methods of entry. Each Qualifying Purchase and corresponding Receipt Photo can only be used once.

Sweepstakes entries shall be deemed to be submitted by the authorized email account holder of the email address used to enter the Sweepstakes. "Authorized Account Holder" of an email address is defined as the natural person who is assigned to an email address by an Internet access or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. You may participate in the Sweepstakes using an email address for which you are the Authorized Account Holder. An eligible Prize winner may be required to provide proof that they are the Authorized Account Holder associated with the selected email address. By submitting an email address to enter the Sweepstakes, you represent and warrant that you are the Authorized Account Holder. You shall be responsible and liable to the Sweepstakes Sponsor and otherwise for any damages and other losses incurred in connection by them as a result of your submission of any email address for which you are not the Authorized Account Holder. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the Authorized Account Holder of the email address provided at time of entry. Standard data rates may apply if the Sweepstakes Website is accessed via a mobile device, and entrants are solely responsible for any such charges.

Entrants using any other device or artifice to enter multiple times above the stated limit or as multiple entrants will be disqualified. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Entries cannot be transferred between email addresses. Any incomplete entries will be considered ineligible. Proof of *submission is not proof* of receipt by Sponsor. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

RANDOM DRAWING AND ODDS OF WINNING: One (1) potential Grand Prize winner, twenty (20) potential First Prize winners, and one hundred and twenty-five (125) potential Second Prize winners will be selected in a random drawing on or about February 5, 2025 from among all eligible entries received and combined throughout the Sweepstakes Period. Drawing will be conducted by Administrator, whose decisions shall be final and binding on all matters relating to the Sweepstakes. Odds of winning a prize will depend on the number of eligible entries received throughout the Sweepstakes Period.

GRAND PRIZE (1): Winner will receive \$25,000 awarded in the form of a check. Approximate Retail Value ("ARV") of Grand Prize: \$25,000.00.

FIRST PRIZES (20): Each winner will receive one (1) LE Takis® Gameday jacket. ARV of each First Prize: \$290.00.

SECOND PRIZES (125): Each winner will receive one (1) LE Takis® Gameday jersey. ARV of each Second Prize: \$40.00.

Total ARV of all available prizes: \$35,800.00.

PRIZE RESTRICTIONS: Limit one (1) prize per person/email address/household throughout the Sweepstakes Period.

WINNER NOTIFICATION: Potential Grand Prize winner will be notified via phone and/or email by Sponsor or Administrator on or about February 5, 2025. Potential First and Second Prize winners will be notified by Sponsor or Administrator via email and livestream at takis.us/promotions on or about February 9, 2025. Potential Grand Prize winner will, be required to execute and return an affidavit of eligibility, a liability release, and, where lawful, a publicity release and must return any/all requested documents fully executed within two (2) days to maintain prize eligibility. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, Sponsor or Administrator is unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, such prize will be forfeited and, at Sponsor and Administrator's discretion, an alternate winner may be selected for the applicable prize. In the event a potential winner is an eligible minor in their jurisdiction of residence, prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein. **If a selected winner has moved to a different address, it is the sole responsibility of the selected winner to notify the Sponsor or**

designated agent of the selected winner's new address. By accepting and/or using a prize, except where prohibited, each winner gives Sponsor, Administrator and its designees the rights to use winners' name, voice, likeness, prize information, city and state of residence, video, voice, any comments, testimonials, or other feedback related to the prize, whether written or oral, in advertising, trade, or promotion, without further compensation worldwide in perpetuity and in any form of media, now known or hereafter developed, including the Internet, unless prohibited by law.

GENERAL PRIZE CONDITIONS: Exact make, model, size and color of merchandise to be determined by Sponsor, in its sole discretion. All prizes will be awarded. No substitution or transfer of any prize or election of cash in lieu of any prize by any winner will be permitted. Sponsor reserves the right to substitute any prize of equal or greater value. Prizes are nontransferable. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winners. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner may not substitute any prize. Winners may assign or transfer prize only with the approval of the Sponsor, which may only be done at the Sponsor's sole discretion. All prize details are at Sponsor's sole discretion.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and Administrator, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, TPN Holdings LLC, Administrator and their respective affiliates, subsidiaries, distributors, and advertising and Sweepstakes agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes-related activity or the acceptance, possession, use or misuse of the prize; and (c) to the use of his/her name, voice, performance, photograph, caption, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use.

MISCELLANEOUS: Released Parties are not responsible for postage-due mail or for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's or Administrator's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention, epidemic, pandemic, an Act of God, or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes (or portion thereof) and, if terminated, at its discretion, select the potential winners from among all non-suspect, eligible Sweepstakes entries received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES PLATFORM OR UNDERMINE THE LEGITIMATE

OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, participant (or participant's parent or legal guardian, if a minor) agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, USA.

REQUEST FOR WINNER'S NAMES: For the names of the winners, available after February 15, 2025, send a self-addressed, stamped, envelope by March 15, 2025 to: Takis@Gameday Giveaway Winners List Request, c/o RealTime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428 for receipt no later than March 15, 2025.

SPONSOR: Barcel USA, LLC. 301 Northpoint Dr #100, Coppel, TX 75019.

ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.