

**Takis® Back to School Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN.

SWEEPSTAKES PERIOD: The Takis® Back to School Sweepstakes (the “Sweepstakes”) starts on July 5, 2024 at 12:00 a.m. Eastern Time (“ET”) and ends on September 30, 2024 at 11:59 p.m. ET (“Sweepstakes Period”). Entries not received within the Sweepstakes Period will be void.

ELIGIBILITY: Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age or older at time of entry. **Eligible minors must obtain their parent’s or legal guardian’s permission prior to participating.** Employees, officers, and directors of Barcel USA, LLC (“Sponsor”), its subsidiaries, affiliates, distributors, promotion and advertising agencies, and members of their immediate families (spouse and parents, children and siblings and each of 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: During the Sweepstakes Period, use your mobile device to scan a QR code located on displays of Takis® products at participating retailers, or visit <https://app.takisdroppincheese.com>. Then, follow the instructions to click the Sweepstakes link and complete and submit the online entry form provided to receive one (1) entry in the Sweepstakes random drawing.

Limit one (1) entry per person using only one (1) email address throughout the Sweepstakes Period [**1 per day**]. You may only use one (1) email address to enter the Sweepstakes. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. Any entries received from any person or Instagram account in excess of the limitation stated above will be void.

RANDOM DRAWING: Twelve (12) potential prize winners will be selected in a random drawing on or about October 1, 2024 from among all eligible entries received throughout the Sweepstakes Period. Odds of winning a prize will depend upon the total number of eligible entries received throughout the Sweepstakes Period. Random drawing will be conducted by Sponsor, whose decisions are final on all matters relating to this Sweepstakes.

WINNER NOTIFICATION/PRIZE CLAIMING: Potential winners will be notified via email, phone, and/or mail and will be required to respond within three (3) days from date of initial notification. The Sponsor will not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or 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 or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify a potential winner (or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent, if applicable). If a potential winner cannot be contacted within a reasonable time period, if a potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries. As part of the winner notification process, each potential winner may be required to complete and submit a prize redemption form (“Redemption Form”), and a declaration of eligibility/release of liability/prize acceptance

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agreement, and, where lawful, a publicity release (“Declaration”), within three (3) days of date of notification, as a condition of receiving a prize. If any potential prize winner fails or refuses to sign and return the Redemption Form and/or the Declaration within the required time period, or if the Redemption Form and/or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the applicable prize will remain un-awarded. A potential winner becomes a “winner” only after verification of eligibility by Sponsor. Limit of one (1) prize per person throughout the Sweepstakes Period.

Parents or legal guardians of any prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the prize winner to be qualified to receive their prize.

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) 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.

PRIZES (12): Each winner will receive a Takis® backpack that will contain 3.25oz bags of Takis® rolls, and Kraft Mac & Cheese cups. Exact flavor of Takis® product to be determined by Sponsor. The ARV of each prize package: \$150.00

PRIZE CONDITIONS: Exact make, model and size of backpack and product(s) package(s) included to be determined by Sponsor, in their sole discretion. 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. Winners may not substitute or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified in these rules as being provided. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. All prize details are at Sponsor’s sole discretion. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied by Sponsor or any other Sweepstakes Party. Total ARV of all prizes is \$1,800.00. Prizes will be fulfilled within two (2) to four (4) weeks after the winner is confirmed.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, its subsidiaries, affiliates, distributors, promotion and advertising agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (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 any prizes; and (c) to the use of his/her name, voice, 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, its affiliates and agencies, 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.

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PRIVACY: Information collected from entrants in connection with the Sweepstakes (“Entrant Information”) will be subject to and may be used in accordance with the Privacy Policy posted on the Website (available at <https://barcel-usa.com/barcel-privacy-notice>).

RELEASE AND ASSUMPTION OF RISK: By entering, each entrant, on behalf of the entrant and his or her heirs, executors, guardians, assigns, agents and representatives, releases each of the Released Parties, and all people and entities involved in the development or execution of the Sweepstakes from and agrees not to assert any claims, actions, suits, proceedings and demands arising out of or relating to the conduct of or the entrant’s participation in the Sweepstakes, the acceptance or use of any prize or any component thereof, travel to and/or participation in any prize-related activity, and all liabilities, losses, injuries and/or damages arising out of relating to the same. The foregoing includes, without limitation, any claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to an entrant or any other person or any damage to or loss of personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize or any component thereof and any activity or travel related thereto or participation in this Sweepstakes. Entrants assume all liability for and risk of any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, the acceptance or use of the prize or any component thereof or travel to or participation in any prize-related activity.

MISCELLANEOUS: Released Parties are not responsible 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 notification of or 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 sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention 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 entries received prior to action taken. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE 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 AVAILABLE REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

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ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or 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 entrant; (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 entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant 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 entrant 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.

WINNERS' LIST: For the names of the winners (available after October 11, 2024) send a self-addressed, stamped envelope to: Takis@ Back to School Sweepstakes – Winner's List Request, [301 S. Northpoint Dr. Ste. 100 Coppell, TX 75019] for receipt no later than November 11, 2024.

SPONSOR: Barcel USA, LLC, 301 S. Northpoint Dr. Suite 100 Coppell, TX 75019.

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