

Baja Fresh® – Customer Appreciation Week Sweepstakes (“Sweepstakes”)

Official Sweepstakes Rules (“Official Sweepstakes Rules”)

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT MAY BE REQUIRED. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, THE PARENT OR AFFILIATED COMPANIES OF THE SOCIAL MEDIA WEBSITES FACEBOOK®, INSTAGRAM®, OR TWITTER®. These Official Sweepstakes Rules may be viewed online at: www.bajafresh.com/customerappreciation

1. Eligibility. The Sweepstakes is open only to legal residents of the fifty (50) United States (excluding Rhode Island) and the District of Columbia, who are 18 years of age or older at the beginning of the Sweepstakes Period (as defined in [Section 3](#)), and who have access to the internet. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

Employees of, members of the immediate family of, or those domiciled with an employee (whether related or not) of Sponsor (as defined in [Section 10](#)), or its parent, affiliates, subsidiaries, and Baja Fresh® licensees, franchisees and their employees are ineligible to participate or win.

An eligible individual, who enters the Sweepstakes, is hereafter referred to as an “**Entrant**” or “**you**”. Each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules and may be required to verify that they meet eligibility requirements as outlined herein.

In addition to compliance with these Official Sweepstakes Rules, Entrants may also be required to comply with the terms of use of Instagram, Facebook, and Twitter (terms available here: https://help.instagram.com/581066165581870/?helpref=hc_fnav; <https://www.facebook.com/terms.php>; and <https://twitter.com/en/tos>). Instagram, Facebook, and Twitter are not a participants or sponsors, nor do they endorse, administer, or promote this Sweepstakes. You are providing your information to Sponsor and not to Instagram, Facebook, or Twitter. If you participate via your mobile phone, such activity will be subject to any charges pursuant to your wireless service provider’s rate plan. Please consult your wireless service provider for more information.

2. How to Enter the Sweepstakes. During the Sweepstakes Period, you may enter the Sweepstakes through the website URL at www.bajafresh.com/customerappreciation (“Website”) by completing and submitting the online registration form and enrolling in the Baja Fresh Club Baja Rewards e-club, which may include providing information such as your name, email address and telephone number, date of birth, and favorite store, or by email as described below (each, an “Entry” and collectively referred to herein as “Entries”). For information on the Club Baja Rewards e-club, see <https://www.bajafresh.com/clubbaja/index.php>. All Entries must be complete and accurate to be eligible. Once submitted, all Entries become the property of the Sponsor.

Entries that are incomplete, defamatory, disparaging, hateful, offensive, illegible, false, deceptive, garbled, or portraying or advocating alcohol, illegal drugs, tobacco, firearms or weapons; or Entries that include any activities that may appear unsafe or dangerous, or that advocate any political agenda are not eligible, with such eligibility to be determined by Sponsor in its sole discretion.

Alternative Means of Entry: To receive one (1) entry without enrolling in the Club Baja Rewards e-club, email bfsocialmedia@kahalamgmt.com with the email subject “Baja Fresh Customer Appreciation Week Sweepstakes,” and provide your full name, email address, complete mailing address, daytime and evening telephone numbers (area code included), and date of birth.

Limit: One (1) Entry per Entrant throughout the Sweepstakes Period. Entrants may only receive one (1) Entry into the Sweepstakes, regardless of method of entry. Entrants are not permitted to use another person’s identity. Any Entrant, who uses multiple names or otherwise attempts to enter multiple times in violation of these Official Sweepstakes Rules, shall be disqualified from the Sweepstakes. If it is discovered by Sponsor (using any evidence or other information made available to or otherwise discovered by Sponsor) that any Entrant has attempted to use or has used any other identities or system(s) or program(s) to participate in or disrupt the Sweepstakes, then such Entrant shall be disqualified from the Sweepstakes in the sole and absolute discretion of Sponsor. Failure to comply with these Official Sweepstakes Rules and the decisions made by Sponsor may result in an Entrant being disqualified from the Sweepstakes.

Privacy: The personal information you provide at the time of Entry in the Sweepstakes will be subject to the law of the United States. All information provided at time of Entry is subject to the Sponsor’s Privacy Policy posted at: <https://www.bajafresh.com/privacy-policy/index.php>. By entering this Sweepstakes and providing personal information, you agree to the use of your personal information as described in the above Privacy Policy.

3. Sweepstakes Period. The Sweepstakes begins on Monday, September 12, 2022 at 12:01 A.M. Scottsdale, Arizona time and ends Sunday, September 18, 2022 at 11:59 PM Scottsdale, Arizona time (“**Sweepstakes Period**”). Sponsor’s computer is the official timekeeper for the Sweepstakes Period.

4. Prize, Approximate Retail Value (“ARV”) and Odds. All details and other restrictions of the prizes not set forth in these Official Sweepstakes Rules will be determined by Sponsor in its sole discretion. One (1) Grand Prize and five (5) First Prizes (each as defined herein) will be awarded in the Sweepstakes:

Grand Prize. One (1) Entrant (“**Grand Prize Winner**”), chosen at random, will be awarded one (1) prize pack (“**Grand Prize**”), which shall consist of:

- One (1) Baja Fresh themed merchandise package, consisting of sunglasses, scrunchies, and stickers
- One (1) Impossible themed merchandise package, consisting of one cookbook, one tote bag, socks, and bandana
- Ten (10) Gift Cards for Baja Fresh, each valued at One Hundred and 00/100 USD (\$100.00) for a total combined value of One Thousand and 00/100 USD (\$1,000.00)

The approximate retail value (“**ARV**”) of the Grand Prize is One Thousand Sixty and 00/100 USD (\$1,060.00).

First Prize. Five (5) Entrants (each a “**First Prize Winner**” and collectively, “**First Prize Winners**”), chosen at random, will each be awarded one (1) prize pack (“**First Prize**”), which shall consist of:

- One (1) Baja Fresh themed merchandise package, consisting of sunglasses, scrunchies, and stickers
- One (1) Impossible themed merchandise package, consisting of one cookbook, one tote bag, socks, and bandana
- One (1) Gift Card for Baja Fresh, valued at Twenty-Five and 00/100 USD (\$25.00)

The total ARV of one (1) First Prize is Eighty-Five and 00/100 USD (\$85.00).

Total ARV: The total combined ARV of the Grand Prize and all five (5) First Prizes is One Thousand Four Hundred Eighty-Five and 00/100 USD (\$1,485.00). Any difference between the approximate retail value and the actual retail value will not be awarded or refunded.

Hereinafter, the Grand Prize and the First Prizes shall each be a “**Prize**” and collectively, “**Prizes**,” and the Grand Prize Winner and First Prize Winners shall each be a “**Prize Winner**” and collectively, “**Prize Winners**.”

Odds: The odds of winning a Prize will vary depending on the number of valid, correct Entries received during the Sweepstakes Period.

No substitution, assignment, exchange of cash, currency, credit, or transfer of a Prize by the Prize Winners is allowed. Sponsor reserves the right to substitute a Prize for one of equal or greater value. Prize Winners are solely responsible for any local, state, federal and other taxes and charges in connection with the receipt and/or use of a Prize. Any additional expenses incident to the receipt and/or use of a Prize is sole responsibility of the Prize Winners. Should a potential Prize Winner decline or fail to claim a Prize, or be unreachable, Sponsor reserves the right to either select an alternate winner until the Prize(s) is claimed or forfeit the Prize(s) with no replacement winner being selected.

5. Winner Selection. On or about September 20, 2022 (“**Winner Selection Date**”) Prize Winners will be selected in a random drawing from among all eligible entries received during the entire Sweepstakes Period. There will be a total of six (6) Prize Winners selected. Each Prize Winner must claim his/her Prize as set forth in [Section 6](#) below. Sponsor’s decisions in all matters relating to the Sweepstakes are final.

6. Notification and Claiming Prize. Sponsor will notify the Prize Winners on or about September 20, 2022, by sending an email to the email address provided by each Prize Winner in his/her Entry (“Prize Notification”). Prize Winners will have four (4) days from the date of Sponsor’s Prize Notification to claim his/her Prize. To claim his/her Prize, Prize Winners will be directed to contact Sponsor with additional information in order to claim his/her Prize, including without limitation, the requirement to complete, execute and return Sponsor’s affidavit of eligibility/release of liability/publicity release form and any other documentation reasonably requested by Sponsor. Prizes will be delivered to Prize Winners by mail. Return of Prize Notification as undeliverable or unreachable may result in disqualification and alternate selection in Sponsor’s sole discretion. Prize Winners may be required to complete and return an IRS form W-9. Sponsor will work with Prize Winners to ensure the above required documents are timely completed and returned.

If a Prize Winner does not comply with these Official Sweepstakes Rules, meet eligibility requirements, does not claim the Prize within the required timeframe of Sponsor’s Notification (each Prize Winner will have four (4) days from the time of Sponsor’s Notification to claim his/her Prize), or does not timely comply with all of Sponsor’s instructions to claim a Prize, Sponsor has the option to either select an alternate winner until the Prize is claimed or forfeit the Prize with no replacement winner being chosen.

7. General Conditions. By entering the Sweepstakes, each Entrant agrees to abide by these Official Sweepstakes Rules and the decisions of the Sponsor and/or the independent Sweepstakes organization (as may be applicable), which are final. If for any reason the Sweepstakes is not capable of running as planned by reason of infection by virus, bugs, worms, malware, spyware, hacking, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select the Winner from the Entries received prior to the action taken, or by other means deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify an Entrant if Sponsor: (a) learns or suspects that Entrant has misappropriated another’s identity or infringed upon the rights of any person or entity; (b) finds that Entrant has tampered, is tampering or plans to tamper with the entry process or the operation of the Sweepstakes; or (c) believes that Entrant has violated these Official Sweepstakes Rules. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision.

By entering the Sweepstakes, each Entrant hereby grants to Sponsor, its affiliates, and its licensees the right and license to use Entrant’s entry, name, image, likeness, voice, photograph, Facebook®, Instagram®, and Twitter® statements, biographical information, content and Prize status, in whole or in part, for promotional, advertising and/or publicity purposes in any media, now known or later developed and available, throughout the world and in perpetuity, without compensation or notice to, or further consent of, the Entrant,

to the extent permitted by law. Sponsor is not responsible for any typographical or other error in the printing, the offering, or the announcement of a Prize or in the administration of the Sweepstakes.

Entrant consents to being contacted by Sponsor for Sweepstakes-related purposes, which include, but are not limited to, Prize eligibility notifications and Prize claim notifications. Entrant also pledges, agrees and consents that he/she shall not employ the use of spamming software or some other electronic means to enter or influence the Sweepstakes or its results. All such participants and entrants shall be disqualified from winning a Prize.

8. Release and Limitations of Liability. Except where prohibited by law, by participating in the Sweepstakes, each Entrant agrees to release, indemnify, defend and hold harmless Sponsor, and its related companies, promotional partners (if applicable), Baja Fresh® licensees/franchisees, Facebook®, Instagram®, and Twitter®, and their respective parent, subsidiaries, affiliates, successors, predecessors, and their respective agents and agencies, and their respective officers, directors, employees and agents (collectively, "**Released Parties**") from and against any claim, cause of action, loss, fine, award, judgment, demand, lawsuit, obligation, interest, tax, penalty or other damage, including, without limitation, attorneys' fees, expert fees and costs, arising out of or in connection with Entrant's participation in the Sweepstakes, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) errors in the administration of the Sweepstakes; or (d) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes and/or receipt and/or use of a Prize.

9. Disputes. By entering this Sweepstakes, you agree: (a) to be bound by these Official Sweepstakes Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Maricopa County, Arizona; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, excluding Entrant's attorneys' fees, expert fees and costs; and (d) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, special and consequential damages and any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules and the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes shall be governed by and enforced in accordance with the laws of the State of Arizona, without giving effect to any conflict of laws rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona. These Official Sweepstakes Rules shall be binding upon and inure to the benefit of Sponsor's and each Entrant's respective successors, assigns, estates, executors and heirs.

10. Sponsor. Kahala Management, L.L.C., 9311 E. Via de Ventura, Scottsdale, AZ 85258. This Sweepstakes is not sponsored or administer by Impossible Foods, Inc. You understand that you are providing your information to Sponsor and not to Impossible Foods, Inc.

11. Winners List. A list of Prize Winners will be available after October 1, 2022 (Sponsor reserves the right to delay availability of the Winners List should final selection of Winners be delayed). To receive a Winner's List, send an email with the subject line, "Baja Fresh Customer Appreciation Week Sweepstakes Winners List Request" to bfsocialmedia@kahalamgmt.com no later than December 31, 2022.

// End of Official Sweepstakes Rules //

©2022 Kahala Management, L.L.C. Baja Fresh® is a registered trademark of MTY Franchising USA, Inc. All other trademarks are the property of their respective owners.