

## Baja Fresh® – Customer Appreciation 2023 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. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL SWEEPSTAKES RULES. 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® AND INSTAGRAM®. These Official Sweepstakes Rules may be viewed online at: [www.bajafresh.com/customerappreciation2023](http://www.bajafresh.com/customerappreciation2023).

**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 4](#)), and who have access to the internet and who have or open a valid email account. 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 (spouse, domestic partner, in-laws, parents, grandparents, siblings, children, and grandchildren) of, or those domiciled with an employee (whether related or not) of Sponsor (as defined in [Section 11](#)), 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 to the decisions of the Sponsor, which are final and binding in all respects, 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 and/or Facebook (terms available here: [https://help.instagram.com/581066165581870/?helpref=hc\\_fnav](https://help.instagram.com/581066165581870/?helpref=hc_fnav); <https://www.facebook.com/terms.php>). Instagram and Facebook 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 or Facebook. 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 receive one (1) entry in the Sweepstakes (each, an “**Entry**” and collectively, “**Entries**”) through the website URL at [www.bajafresh.com/customerappreciation2023](http://www.bajafresh.com/customerappreciation2023) (“**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. For information on the Club Baja Rewards e-club, see <https://www.bajafresh.com/clubbaja/index.php>.

You may also enter via email as described below.

Alternative Means of Entry: To receive one (1) entry without enrolling in the Club Baja Rewards e-club, email [bfsocialmedia@kahalamgmt.com](mailto:bfsocialmedia@kahalamgmt.com) with the email subject “Baja Fresh Customer Appreciation 2023 Sweepstakes,” and provide your full name, email address, complete mailing address, daytime and evening telephone numbers (area code included), and date of birth.

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. All Entries must be complete and accurate to be eligible. Once submitted, all Entries become the property of the Sponsor.

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.

**3. 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.

**4. Sweepstakes Period.** The Sweepstakes begins on Sunday, October 1, 2023 at 12:00 A.M. Scottsdale, Arizona time and ends Tuesday, October 31, 2023 at 11:59 PM Scottsdale, Arizona time (“**Sweepstakes Period**”). Sponsor's computer is the official timekeeper for the Sweepstakes Period.

**5. 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) Prize will be awarded in the Sweepstakes.

Prize: One (1) Entrant ("**Prize Winner**"), chosen at random, will be awarded one (1) prize ("**Prize**"), which shall consist of:

- 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)

ARV: The approximate retail value ("**ARV**") of the Prize is One Thousand and 00/100 USD (\$1,000.00). Any difference between the ARV and the actual retail value will not be awarded or refunded.

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

**6. Winner Selection.** On or about November 1, 2023 ("**Winner Selection Date**"), the Prize Winner will be selected in a random drawing from among all eligible entries received during the entire Sweepstakes Period. There will be a total of one (1) Prize Winner selected. The Prize Winner must claim his/her Prize as set forth in Section 7 below. Sponsor's decisions in all matters relating to the Sweepstakes are final.

**7. Notification and Claiming Prize.** Sponsor will notify the Prize Winner on or about November 1, 2023, by sending a direct message via Facebook or Instagram, or by email to the email address provided by the Prize Winner in his/her Entry, ("**Prize Notification**"). The Prize Winner 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. The Prize Winner will have seven (7) days from the date of Sponsor's Prize Notification to claim his/her Prize. Prizes will be delivered to the Prize Winner by mail. Return of Prize Notification as undeliverable or unreachable may result in disqualification and alternate selection in Sponsor's sole discretion. The Prize Winner may be required to complete and return an IRS form W-9. Sponsor will work with the Prize Winner to ensure the above required documents are timely completed and returned.

If the 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 (Prize Winner will have seven (7) 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.

**8. General Conditions.** By entering the Sweepstakes, each Entrant agrees to abide by these Official Sweepstakes Rules and the decisions of Sponsor and/or any independent Sweepstakes organizations (as may be applicable), which are final. If for any reason the Sweepstakes is not capable of running as planned by reason of any acts of God (including, but not limited to, actions, regulations, orders, or requests by any governmental agency, equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, pandemic or epidemic, or any other cause beyond Sponsor's reasonable control) or any 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 this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or select the Winner from the Entries received prior to the action taken, or by any 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, including, but not limited to, using spamming software or other electronic means to enter or influence the Sweepstakes or its results; or (c) believes that Entrant has violated these Official Sweepstakes Rules. or is acting in an unprofessional or disruptive manner. Any attempt by any person to undermine the legitimate operation of this 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, geographical information, photograph, Facebook® and Instagram® 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 any 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.

No substitution, assignment, exchange of cash, currency, credit, or transfer of a Prize by the Prize Winner is allowed. Sponsor reserves the right to substitute a Prize for one of equal or greater value. Prize Winner is 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 Winner. 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 is claimed or forfeit the Prize with no replacement winner being selected.

**9. Release and Limitations of Liability.** Except where prohibited by law, by participating in the Sweepstakes, you agree to release, indemnify, defend and hold harmless Sponsor, and its related companies, promotional partners (if applicable), Baja Fresh® licensees/franchisees, Facebook®, Instagram®, and their respective parent, subsidiaries, affiliates, successors, predecessors, and their respective agents and agencies, and each of their respective officers, directors, shareholders, 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) printing errors; (d) errors in the administration of the Sweepstakes or the processing of Entries; or (e) 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 any Prize. Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or the acceptance or use or misuse of a Prize.

**10. 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. If any provision of these Official Sweepstakes Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Sweepstakes Rules and shall not affect the validity and enforceability of any remaining provisions. Headings are used in these Official Sweepstakes Rules are solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Sweepstakes Rules or any provision thereof.

**11. Sponsor.** Kahala Management, L.L.C., 9311 E. Via de Ventura, Scottsdale, AZ 85258.

**12. Winners List.** A list of Prize Winner(s) will be available after December 1, 2023. Sponsor reserves the right to delay availability of the Winners List should final selection of the Winner be delayed. To receive a Winner’s List, send an email with the subject line, “Baja Fresh Customer Appreciation 2023 Sweepstakes Winners List Request” to [bfsocialmedia@kahalamgmt.com](mailto:bfsocialmedia@kahalamgmt.com) no later than January 31, 2024. Winners List will contain first name, last initial and state of Prize Winner(s).

**// End of Official Sweepstakes Rules //**

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