## **De La Calle Promotion**

## **OFFER RULES**

Sponsored by De La Calle ("**Sponsor**").

NO ENTRY FEE. NO PURCHASE, PAYMENT OR OBLIGATION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. AGE AND GEOGRAPHIC ELIGIBILITY RESTRICTIONS APPLY, AS SET FORTH IN PARAGRAPH 2 BELOW.

The De La Calle Promotion (the "Sweepstakes") begins on April 15th, 2025 at 12:00AM EST and ends on September 1st, 2025 at 11:59PM EST (the "Promotion Period"). The Sweepstakes are administered by Mammoth Media, Inc. ("Administrator") and are subject to Administrator's Terms of Service ("Administrator Terms") and any Sponsor terms described on the Sweepstakes page ("Sponsor Terms").

1. **Agreement to Offer Rules.** By entering or participating in the Sweepstakes, you accept and agree to be bound by these "**Offer Rules**," and all license terms associated with the Prizes. All capitalized terms used but not defined herein shall have the respective meaning given to them in Administrator's Terms. In the event of any conflict between these Offer Rules, the Sponsor Terms, the Administrator Terms, these Offer Rules will govern with respect to the disposition of the Sweepstakes.

You hereby acknowledge and agree that all Prizes will be fulfilled by the Sponsor, and the Administrator is not responsible for the lack of or delay in fulfillment of any Prize.

2. **Eligibility.** The Sweepstakes is open only to residents of the 48 contiguous United States and the District of Columbia (Residents of Alaska, Hawaii, and U.S. territories are not eligible to participate) who are 18 years of age or older as of the date of entry. Employees of Sponsor and its parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Promotion Period, and their respective immediate family members and persons living in the same household, are also not eligible to participate in the Sweepstakes. For the avoidance of doubt, persons located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions are not eligible for participation.

## 3. How to Enter.

If you meet all the requirements as provided in Section 2 herein, you may enter the Sweepstakes. **The number of Sweepstakes entries you may enter during the Sweepstakes Period is limited to <u>24 entires.</u> Any attempt by an entrant to obtain more than the stated number of entries/sweepstakes submissions by using multiple/different email addresses, identities, registrations, logins, AI generative technology, or any other methods other than as described herein, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void that entrant's entries/sweepstakes submissions or excess submissions, in Sponsor or Administrator's sole discretion. There are two (2) ways you can enter the Sweepstakes (each, a "***Entry***"):** 

(a) Store Visit: Entrants must visit a store that sells Sponsor's product, purchase the product(s), go to [https://vtagz.com/claim?token=NaB4FwBj&content=terms\_conditions] ("Website"), and sign up by providing your mobile phone number and consent to receive sweepstakes and marketing messages via email and SMS text from Sponsor/Administrator; then you will receive a SMS text message on how to upload the physical, printed receipt of the purchase of the Sponsor's product(s). After you upload a receipt, you will receive a SMS text message confirming receipt of entrant's submission. Entrants may stop receiving text messages at any time by texting "Stop" to any text received. In order to constitute a valid entry for the Sweepstakes, the receipt must

contain the following information and meet the following criteria ("Qualifying Receipt Requirements"):

- i. The receipt must clearly display the visible date and time of purchase to verify the purchase was made within the Sweepstakes Period;
- ii. The store name and address/store ID must be visible to confirm the purchase location is within the eligible geographical area where the Sweepstakes is offered (i.e., lower 48 states and D.C.);
- iii. The receipt must be itemized and specifically include the purchased Sponsor product(s) as an itemized entry (*i.e.*, the receipt must clearly include Sponsor's name (De La Calle) and the product(s) purchased); and
- iv. Receipts must be original and must not show signs of alteration or tampering in Sponsor's sole and absolute discretion.

The determination of whether a submitted receipt meets each of the Qualifying Receipt Requirements shall be determined in Sponsor's sole reasonable discretion, unless otherwise noted. Each can of De La Calle on a Qualifying Receipt will result in one (1) Entry.

For example, (x) the purchase of eight (8) cans of De La Calle will result in eight (8) Entries. Once a receipt entry has been submitted, it cannot be submitted again. By entering in the requested information on the Website, you create an account with Administrator's service; making an account on the Administrator's services does not require payment of funds. Your creation and holding of an account on the Administrator's services is subject to the Platform Terms.

Only in-store purchases are eligible (online purchases and/or digital will are not permitted or eligible in connection with the Sweepstakes). Without limiting any other terms of these Official Rules, Sponsor and Administrator each reserve the right to disqualify any Entry (or any entrant), in its sole discretion, if Sponsor or Administrator finds proof or has cause to suspect such entrant's Entry is fraudulent, deceptive, altered, has been tampered with, or is otherwise deceptive or illegitimate (as determined by Sponsor or Administrator in its sole discretion). The decisions of the Sponsor and Administrator will be final. If entrants use a web-enabled mobile device to participate, data rates may apply (entrants should contact their service provider for data rates/plans).

(b) Envelope Upload: **NO PURCHASE NECESSARY TO ENTER.** To enter without visiting a store and making a purchase, upload a clear and legible picture of the Entrant's handwritten name, phone number, email and current time on a #10 business-sized envelope for submission ("Alternate Mail Entry Information") to the following link ("Alternate Method of Entry"): https://kr8.la/DeLaCalleAMOE

One (1) postcard will result in receipt of one (1) Entry. **Alternate Method of Entries must be uploaded separately.** Any Alternate Method of Entry received that is not legible will not be a valid Entry. No mass produced typed/copied/printed reproductions of Alternate Method of Entry will be accepted.

Proof of submitting an Entry will not be deemed by Sponsor as proof of receipt or entry into the Sweepstakes. All required information, Qualifying Receipt Requirements and Alternate Mail Entry information (collectively, "Entry Information") must be completed in full, be accurate and valid. The Entry Information must match the information of the entrant that completed the act of physically entering the Sweepstakes. Entrants can enter via both methods/mechanisms described above, however only up to twenty four (24) Entries can be received by one (1) entrant.

Note: To claim a prize in this Sweepstakes, entrants will be required to provide additional information for communication by Administrator. Potential winners that do not provide additional information as requested by Administrator via the verification process will not be eligible. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, IN ITS SOLE DISCRETION, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM A PRIZE HAVE BEEN VERIFIED AND FULFILLED, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

- 4. **Prize Drawing:** All Sweepstakes Entries meeting the requirements of these Offer Rules, whether made via "Qualified Purchase Entry" or via "Alternative Method of Entry," will be entered into a random drawing to win one of the prizes described in these Offer Rules. The random drawing will be conducted on our about **September 15th, 2025.** The winner(s) will be selected and notified via phone call or SMS message. If there is no response within 24 hours, an alternate winner will be chosen.
- 5. **Prizes:** The Prizes to be awarded from the Sweepstakes are as follows:

• Grand Prize: 4 Night Stay + Airfare for 2 to Bahia Hotel Los Cabos

• First Prize: De La Calle swag bag

• Second Prize: 1 Year supply of De La Calle Tepache

The odds of winning a prize depend on the total number of eligible entries received. No cash or other substitution of Prizes is permitted, except at the sole option of Sponsor for a Prize of equal or greater value. Sponsor will not replace any lost or stolen Prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to Prizes. You agree to provide Sponsor with any additional information and complete any required tax or other forms relating to your receipt of a Prize.

Total ARV of all Prizes to be awarded: \$3,462.50

Grand Prize: Hotel Stay for 4 nights, Round Trip flight for 2, Food & Beverage Credit

First Prize: De La Calle Swag

Second Prize: Free De La Calle for a year

6. **Notification of Winners.** Through the functionality of Administrator's services, you will be notified whether you have potentially won any prize within two (2) days of the random drawing. The potential winner must sign and return any required affidavit of eligibility and publicity/liability release, and any other documents required by Sponsor or Adminstrator, within five (5) days of notification. Sponsor assumes no responsibility for undeliverable emails or communication (e.g., resulting from any form of active or passive filtering by an email client or for insufficient space in an email account to receive an email). If a selected potential winner cannot be contacted, is ineligible, fails to respond to the email in the time allotted and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, their Prizes may be forfeited and an alternate winner may be selected from remaining valid, eligible entries. Potential winners that entered the Sweepstakes but do not respond to communication from the Sponsor or Administrator will forfeit the Prize. Upon Prize forfeiture or inability to use a Prize or portion thereof, no compensation will be given, and Sponsor will have no further obligation to that entrant.

## 7. Disclaimers and Limitations on Liability.

(a) Neither Sponsor nor Administrator is not responsible for (i) late, lost, delayed, damaged, postagedue, incomplete, illegible, garbled, misdirected or undeliverable entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software

program or transmission malfunctions, failures or difficulties or any technical hardware or software failures of any kind, which may limit a person's ability to participate in the Sweepstakes.

- IN NO EVENT WILL SPONSOR NOR ADMINISTATOR BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE SWEEPSTAKES, INCLUDING (I) USER AS FORGOTTEN PASSWORDS, **INCORRECTLY ERROR SUCH** CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR OR ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. **Indemnification.** You agree to release, indemnify, defend and hold Sponsor, Administrator, and their parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Sweepstakes (collectively, "Releasees"), harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Sweepstakes or acceptance or use of a Prize or parts thereof, including, without limitation, (i) any condition caused by events beyond Releasees' control that may cause the Sweepstakes to be disrupted or corrupted; (ii) the Prize, or acceptance, possession, or use of the Prize, or from participation in the Sweepstakes; and (iii) any printing or typographical errors in any materials associated with the Sweepstakes.
- 9. **Publicity.** Except where prohibited, by participating in the Sweepstakes, you consent to the use of your name, photo and/or likeness, biographical information, entry and statements attributed to you (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsor's newsletters, social media platform(s), website(s), email blasts and any other media chosen by Sponsor without additional compensation.
- 10. Additional Conditions. Sponsor and Administrator reserve the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes in whole or in part, if in Sponsor's opinion (a) the Sweepstakes is not capable of running as planned by reason of the occurrence of any event beyond its control including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications, equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's or Administrator's control, or (b) any other factors beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, in all instances without liability to the entrants. Sponsor and Administrator also reserve the right to disqualify any entrant or winner, as determined by Sponsor or Administrator, in its sole discretion.
- 11. **Personal Information.** Sponsor or Administrator may collect personal data about entrants online, in accordance with its privacy policies and as may be more specifically set forth in these Offer Rules. Please review these Offer Rules and Administrator's Privacy Policy, which can be found at https://privacypolicy.vtagz.com.
- 12. **Third Party Platforms.** If this Sweepstakes is hosted, administered, or operated on a third party platform, including without limitation a social media platform (e.g., Facebook, Instagram, Tiktok, Twitter) ("**Third**

**Party Platform**"), then by participating in this Sweepstakes, entrants hereby release and agree to comply with all rules and policies set forth by such Third Party Platform and to hold harmless such Third Party Platform from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of Prizes or participation in any Prize related activities. This Sweepstakes is not sponsored, endorsed or administered by, or associated with, any Third Party Platform.

- 13. **Winners List.** For the names of all Prize winners, send an email message to info@mammoth.la with "Winners— De La Calle Promotion" as the email subject and "Winners— De La Calle Promotion" specified in the body of the email. Requests must be received within four (4) weeks of the end of the Promotion Period. The winners list will be available after all winners have been verified.
- 14. **Sponsor:** De La Calle
- 15. **Contact.** If you have any questions relating to this Sweepstakes, you may contact Sponsor via email at: https://www.delacalle.mx/ and contact Administrator via email at: info@mammoth.la.