## UNITED STATES HISPANIC CHAMBER OF COMMERCE FOOD TRUCK GRANT CONTEST OFFICIAL RULES

## MUST BE 21 YEARS OF AGE OR OLDER TO PARTICIPATE. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Sponsor: Frederick Wildman & Sons, Ltd 111 Broadway, 11th FL New York, NY 10006

Eligibility: The United States Hispanic Chamber of Commerce Food Truck Grant Contest Sponsored by Frederick Wildman and Sons, Ltd ("Contest") is open only to legal residents of the United States and the District of Columbia, excluding its territories and possessions, age 21 or older at the time of entry. Void where otherwise taxed, prohibited or restricted by law. Officers, directors and employees of Sponsor, its parents, subsidiaries, and affiliates; individuals or entities responsible for the development, printing, distribution and implementation of this Contest; suppliers, distributors and retailers of alcohol-beverage products; and individuals who are employees of or members of the immediate family or household of any of the foregoing are not eligible. Eligible entrants must be Hispanic owned and run, have a valid license for operation, be a" small business" as defined by the USHCC rules, and be operable at the time of entry.

**To Enter:** To enter via internet, visit [www.riunitesweeps.com] (the "Web Site"), follow all instructions, and complete and submit an online entry form. The Contest will begin on [9.12.22], entries must be received by [10.7.22], (the "Entry Period"). Only entries received during the Entry Period, and which are otherwise fully compliant with these Official Rules are "Valid Entries." Limit one entry per person or e-mail per day, regardless of method of entry. A "day" is defined as 12:00:01 a.m. Eastern Standard Time though 11:59:59 p.m. Eastern Standard Time. Entrants may enter the Contest using one name or e-mail address only. In the event of a dispute involving entries submitted by multiple individuals using the same email account or address, the entry will be deemed to have been submitted by the authorized subscriber of the email account used to enter the Contest at the time of entry. The authorized account holder is defined as the natural person who is assigned to an email address by the relevant Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. More than one entry per unique e-mail are prohibited and will void all entries by that entrant. Entrants expressly agree to assume the risk of lost, late, incomplete, illegible, stolen, undelivered or misdirected entries. Odds of winning depend on the total number of Valid Entries timely received.

**Judging Criteria**: Submissions will be judged by The U.S. Hispanic Chamber of Commerce according to the following judging criteria (the "Judging Criteria"):

- Community Impact
- Financial Need

Selection of Winner: On or about [10.12.22], The United States Hispanic Chamber of Commerce will select 4 potential winners from all Valid Entries in accordance with the Judging Criteria. The Sponsor and/or its independent judging organization will be the sole judge(s) of which entries are Valid Entries, and their decisions and the result of the judging drawing will be final in all respects. Potential winner will be notified by telephone and/or mail using the information provided on such potential winner's entry on or about [10.24.22]. In order to receive the prize, potential winner must provide his or her social security number and will be required to sign an affidavit of eligibility and publicity/liability release within one (1) business days of initial notification, or an alternate potential winner will be selected. Telephone notification shall be deemed to have occurred on the date Sponsor or Sponsor's designee first attempts to make telephone contact with a potential winner, and mail notification shall be deemed to have occurred on the date such notification is postmarked. If any prospective potential winner is found to be ineligible for any reason, an alternate potential winner will be selected. If prize notification is returned as undeliverable it will result in

disqualification, and the prize will be awarded to an alternate potential winner. Any non-response by a potential winner, or Sponsor's failure to receive a response from any potential winner within the prescribed one (1) business day period will result in disqualification and the selection of an alternate potential winner. In the event of any non-compliance with these Official Rules, the potential winner will be disqualified, and an alternate potential winner will be selected. Sponsor is not responsible for unsuccessful efforts to notify any potential winner.

**Prize:** Winner will receive \$5,000. Sponsor reserves the right to conduct a background check, including but not limited to criminal history, on the potential winner. To the extent required by law, potential winner authorizes this check.

**General:** By participating, all entrants warrant and represent that they have complied in full with these Official Rules, including but not limited to all eligibility requirements, and further agree to be bound by these Official Rules and the decisions of Sponsor and/or the judging organization or entity, which are final and binding in all respects. All entries become the property of Sponsor and will not be returned or acknowledged. Photocopies, facsimiles, illegible, incomplete or mechanically reproduced entries are not eligible. Entry materials that have been tampered with or altered, or mass entries or entries generated automatically or robotically, or by a script, macro or use of any automated device(s) are void. Neither Sponsor nor its parents, affiliates, subsidiaries, divisions and/or advertising or promotion agencies are responsible for: (i) lost, late, misdirected, damaged, illegible or postage due mail/entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor; (iii) hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest; or (iv) any injury or damage to entrant's or any other person's computer related to or resulting from entering or otherwise participating in the Contest. Sponsor reserves the right to withdraw and terminate, or modify, the online method of entry if it becomes technically corrupted, if a computer virus or system malfunction impairs its ability to conduct the Contest, or if the online entry method otherwise becomes impossible, impractical, infeasible for any other reason. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest.

Assignment of Rights: If entrant's submission is judged a potential winner, entrant will be required execute such documents as may be required by Sponsor to irrevocably assign and transfer to Sponsor and Frederick Wildman & Sons, Ltd. any and all rights, title and interest in the submission, including, without limitation, all copyrights, and forever waive all moral rights in the submission, any rights of privacy, intellectual property rights, and any other legal or moral rights that might preclude the Sponsor's use, alteration or modification of the submission or require the entrant's permission to use it for any purpose, and agrees to never sue or assert any claim against the Sponsor or Frederick Wildman & Sons, Ltd. or any entity acting pursuant to Sponsor or Frederick Wildman & Sons' direction for any use, alteration of such

submission.

By participating in the Contest and/or accepting a prize, the winner agrees to release, defend, indemnify and hold harmless Sponsor and Frederick Wildman & Sons, Ltd. and each of their parents, subsidiaries, affiliates, advertising agencies, promotion agencies, franchises, fulfillment companies, dealers, retailers, present and former officers, directors, employees, directors, and agents from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to by entering or participating in the Contest, the acceptance, use or misuse of any prize, participation in any prize-related activities, including any claims of third parties claiming infringement of trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation, and further agrees to release and indemnify and hold harmless Sponsor from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes on the rights of entrant's work as contained in any submitted entry. By participating in the Contest, entrant irrevocably grants to Sponsor and its parents, subsidiaries, affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse, without limitation, the entrant's name, address, image, voice, likeness, statements, biographical material and entry/submission, including, but not limited to any video, still image, likeness, photos, names, special effects or digital or other recording, performances or other material contained in such entry/submission, as submitted or as edited, altered or modified in any way by the Sponsor or its designee(s) in the Sponsor's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the entrant and arising from his/her participation in this Contest in any media throughout the world for any purpose, without limitation and without additional review, compensation, or approval from the entrant or any other party.

Legal Warning: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND TO DILIGENTLY PURSUE ALL REMEMDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Interpretation:** This Contest shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Contest shall be litigated only in courts sitting in New York, NY, U.S.A.

**Winner's list:** (Available after 10.28.22): send a self-addressed stamped envelope by RIUNITE/USHCC HISPANIC FOOD TRUCK CONTEST to: 111 Broadway, 11<sup>th</sup> Floor New York, NY 10006.

**Privacy Policy:** Sponsor shares your concerns about the privacy of your personal information. By entering this Contest, entrants agree to receive marketing materials, communications and other materials from the Sponsor and/or any promotional partners whose products and services Sponsor feels might interest entrants at a future date. An entrant not interested in receiving future promotional offers should write to: RIUNITE/USHCC HISPANIC FOOD TRUCK CONTEST to: [111 Broadway, 11<sup>th</sup> Floor New York, NY 10006 to notify the Sponsor that he or she does not desire to receive such materials.