

ARANDAS FRANCHISES – PLANET FORD IN SPRING

“ARANDAS AND PLANET FORD’S 2021 CHRISTMAS GIVEAWAY”

SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

PROMOTION DESCRIPTION: The Taquerias Arandas, Arandas Bakery, Ostioneria Arandas & Planet Ford in Spring Sweepstakes (the “Sweepstakes”) begins on November 1st, 2021, at 12:00:00 a.m. Central Time (“CT”) and ends on December 6th, 2021, at 11:59:59 p.m. CT (the “Promotion Period”). At the end of the Promotion Period a random drawing will be conducted from among all eligible entries to select ten (10) finalist and one (1) prize winner, as more fully set forth below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Arandas Franchises 2525 N Loop W #610, Houston, TX 77008 & Planet Ford in Spring 20403 I-45, Spring, TX 77388 (each a “Sponsor” and collectively, the “Sponsors”), which shall be final and binding in all respects.

ELIGIBILITY: Open to residents of United States who are twenty-one (21) years old or older as of time of entry. Officers, directors, and employees of either Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the “Promotion Entities”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

HOW TO ENTER: To enter, visit one of the Taquerias Arandas, Arandas Bakery, Ostioneria Arandas, participating locations & Planet Ford in Spring and complete and submit a registration form or register by downloading the Taqueria Arandas APP.

GENERAL CONDITIONS OF ENTRY: Entries must be received during the Promotion Period. Sponsors are the official timekeepers for the Sweepstakes. All entry information and materials become the property of Sponsors and will not be acknowledged or returned. Proof of submitting entry information to Sponsors is not considered proof of delivery to or receipt by Sponsors of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsors’ online privacy policy, located at TAQUERIASARANDAS.COM (the “Submission”). Any communication or information transmitted to Sponsors by e-mail or otherwise is and will be treated as non-confidential and non-proprietary.

Entry must be made by the entrant, only as described in these Official Rules. Sponsors shall have no liability for any Submission that is lost, intercepted or not received by the Sponsors. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service websites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsors, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsors' satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

WINNERS SELECTION AND NOTIFICATION: On or about December 9th, 2021, Sponsors (or their designee) will conduct a random drawing from all eligible entries received during the Promotion Period to select ten (10) finalist and from these 10 finalists one (1) winner on December 15th, 2021. Attempts to notify potential winners will be made by telephone to the phone number provided at entry. Sponsors shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within two (2) days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit any prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected.

PRIZES/ODDS: the winner will receive one (1) Planet Ford FORD ESCAPE SE (Color subject to change). Approximate retail value ("ARV") of prize: \$31,565.00 Winner will not receive difference between actual and approximate retail value.

GENERAL PRIZE CONDITIONS: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Approximate retail value of all prizes is \$31,565.00. No cash alternative or substitution of prizes will be allowed, except Sponsors reserve the right in their sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising,

promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsors in their sole discretion. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSORS HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entry in the Sweepstakes constitutes entrant's permission for the Promotion Entities to use entrant's name, photograph, likeness, voice, biographical information, statements, and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsors assume no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsors are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsors reserve the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsors reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsors reserve the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsors' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsors are prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-

made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsors' control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsors shall have the right to modify, suspend, extend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsors will (if possible) select the winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of either Sponsor. Unless otherwise stated in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSORS IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. For the purposes of any disputes hereunder, by entering this Sweepstakes, each entrant agrees that any and all disputes, claims, and causes of action arising out of or in any way related to this Sweepstakes shall be resolved individually, without resort to any form of class action and consents to the exclusive jurisdiction and venue of the appropriate state or federal court situated in HOUSTON, TEXAS.

ARBITRATION PROVISION: By participating in this Sweepstakes, entrant agrees that any and all disputes entrant may have with, or claims entrant may have against the Promotion Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate (a "Claim"), will be resolved exclusively by final and binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it will not be disclosed beyond t

he arbitration proceedings, except as may be required by applicable law.

If entrant demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsors will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude entrant from seeking action by federal, state, or local government agencies. Entrant and Sponsors also have the right to bring qualifying claims in small claims court. In addition, entrant and Sponsors retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Official Rules, nor a waiver of the right to have disputes submitted to arbitration as provided in these Official Rules.

Neither entrant nor Sponsors may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only Entrant and/or Sponsors' individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT OR SPONSORS WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. This Section of these Official Rules will survive the termination of your relationship with Sponsors.

WINNER'S LIST/OFFICIAL RULES: To obtain any legally-required winners list (after the conclusion of the Sweepstakes) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to Arandas Franchises 2525 N Loop W #610, Houston, TX 77008. Please specify "winners list" or "Official Rules".