

**MARGARITAPALOOZA AT HOME**  
**PROMOTION OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION BEGINS ON WEDNESDAY, AUGUST 26, 2020 AT 12:00:01 AM CENTRAL STANDARD TIME (“CST”) AND CONTINUES THROUGH WEDNESDAY, SEPTEMBER 30, 2020.**

1. **HOW TO ENTER:** Participants must do the following to submit their entry. 1) Participants must post a photo or video to Facebook or Instagram showing how they MargaritaPalooza at home enjoying Taco Cabana food and drinks, tag @tacocabana, and include the hashtags #TCMARGARITAPALOOZA in their video or photo post. 2) Participants must follow the Taco Cabana Facebook and Instagram accounts. Facebook ([www.facebook.com](http://www.facebook.com)) and Instagram ([www.instagram.com](http://www.instagram.com)) are the only two valid social media platforms for this submission. Facebook and Instagram accounts are free. Submissions must be posted using one or both of the above methods of entry between Wednesday, August 26, 2020 12:01 AM (CST) and Wednesday, September 30, 2020 by 11:59:59 PM (CST).

Multiple entries are permitted per person. Multiple entries do not increase the participants chances of winning the giveaway prize. Entries via the two social media platforms listed above may require entrant to disclose certain personal information. Such information will be used by Sponsor to conduct the Contest, issue any prizes, and for those purposes set forth in Section 6 below in accordance with Sponsor’s privacy policy available at <https://www.tacocabana.com/privacy/>.

Participants submitting through Facebook may not be visible if a private profiles setting is active on their personal Facebook page and therefore would not be eligible to win.

If you choose to enter via Facebook or Instagram using your mobile device, standard data fees may apply. You should consult your wireless service provider’s pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device’s features for capabilities and check the device manual for specific use instructions.

2. **PRIZE(S) AND ODDS:** Winners will be announced on Friday, October 9, 2020. The winners will be selected at random by a representative of Sponsor. Prize: Winner’s photo or video submission will be featured in a Taco Cabana TV spot OR social media content/posts (the “Prize”). The Prize is only as detailed above, and no substitution or transfer of Prize permitted by winner. Multiple winners may be selected.

No mechanically reproduced entries, alterations, facsimiles or forged entries. All entries become the sole and exclusive property of Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to any Facebook or Instagram account, the authorized account holder of the email address used to register on the platform or for the account will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

3. **ELIGIBILITY:** The use of profanity, negative and/or discriminating language in submissions will automatically disqualify participant from the Prize. The absence of the hashtag #TCMargaritaPalooza and #sweepstakes from the submission will result in disqualification from the Prize. The Contest is open to individual legal residents of Texas 21 years of age or older as of the beginning of the promotion. Participants must be 21 years of age or older as of the beginning of the promotion to post images including alcoholic beverages. Employees, officers and directors of Sponsor and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents and their immediate families (spouse, parents, siblings, and children) and members of the same household (whether related or not) are not eligible to win. All federal, state and local laws and regulations apply. By entering the promotion, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor, which will be final and binding in all matters relating to the promotion.
4. **SELECTION OF WINNER(S):** Multiple winners may be determined from among all eligible entries (defined as using the #TCMargaritaPalooza) by a random drawing by a representative of the Sponsor the week of October 5, 2020 and announced on Friday October 9, 2020. The decision will be final on all matters relating to this promotion. The Prize is non-transferable and cannot be substituted.
5. **VERIFICATION OF WINNER(S) AND DELIVERY OF PRIZE(S):** Potential winners will be contacted via social media platform direct message from the Sponsor. Prize may be awarded to alternate potential winner selected randomly from other eligible entries if: potential winner fails to meet the eligibility requirements set forth in Section 3 or is disqualified pursuant to Section 6; two attempts to contact potential winner by social media direct message are unsuccessful; or potential winner declines the Prize.
6. **GENERAL:** This promotion is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. Any and all legal actions or claims arising in connection with this promotion must be brought in a court of competent jurisdiction within the State of Texas. Taxes and fees, if any, are the sole responsibility of winner(s). By participating in this promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges, and warrants that he or she is eligible to participate in the promotion. Sponsor reserves the right, in its sole discretion, to disqualify any entrant from this promotion or any other promotion conducted now or in the future by Sponsor and each of its parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents if Sponsor believes, in its sole discretion, that said entrant has engaged in any fraud or misconduct as further set forth below. Winner agrees to hold harmless and indemnify Sponsor, Facebook, Instagram and each of its and their parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents from any and all liability, loss or damages or causes of action arising from or in connection with entrant’s participation in or winner(s)’ receipt or use of the Prize(s) awarded in the promotion. Except where prohibited by law, by acceptance of the Prize, Winner(s) agree to the use of their name, likeness, biographical data, and/or voice in any and all advertising, promotions, and other publicity conducted by Sponsor, and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents in any medium without additional authorization, compensation or remuneration to the extent permitted by law. Sponsor is

responsible only for delivery of Prize, not for use, utility, quality or otherwise.

Sponsor is not responsible if promotion cannot take place or if any Prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this promotion should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the promotion and/or any electronic materials associated with the promotion. Sponsor may prohibit an entrant from participating in the promotion or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

7. **CONSTRUCTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions (whether of Texas, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Texas. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
8. **SPONSOR:** Texas Taco Cabana, L.P., 1077 Central Parkway South Suite 600, San Antonio, Texas 78232
9. **WINNERS LIST/OFFICIAL RULES:** Any inquiries should be directed to: Texas Taco Cabana, L.P. at the address above, sent to the attention of Marketing.

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You are providing your information to sponsor and not to Facebook or Instagram. Please drink responsibly.**