

MYTC! LOYALTY TACO CABANA TCINCO IN A BOX GIVEAWAY
PROMOTION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION ENDS ON APRIL 28TH, 2021 AT 11:59:59 PM CST.

1. **HOW TO ENTER:** Participants must do the following. 1) Participants must download the MYTC! App and join the MYTC! Loyalty rewards program. Such information will be used by Sponsor to conduct the Giveaway, 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/>.

If you choose to download 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.

- **PRIZE(S) AND ODDS:** Ten (10) Taco Cabana TCINCO IN A BOX winners will be announced on Thursday April 29th, 2021. The ten (10) winners will be selected at random by a representative of Sponsor to receive one of the ten Taco Cabana TCINCO IN A BOX worth \$95. Total approximate retail: \$95. The Taco Cabana TCINCO IN A BOX contains 2 mini pinatas, Cinco de Mayo table runner, branded papel picado + flowers for decoration, branded mini maracas, 2 margarita glasses, photo booth props, including a Taco Cabana sign, scan card with a curated Mexican/Latin music + Mariachi playlist, instruction card with suggestions on how to decorate + \$20 TC Gift Card.

The prize is only as detailed above, and no substitution or transfer of prize permitted by winner. Sponsor(s), at their sole discretion, reserve the right to substitute a similar prize of equal or greater monetary value. Winner is responsible for any applicable taxes and all other expenses associated with prize herein being awarded. Odds depend on number of MYTC! Loyalty members at the time of drawing.

In the event of a dispute as to any MYTC! Loyalty rewards 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.

2. **ELIGIBILITY:** The Giveaway is open to individual legal residents of Texas 18 years of age or older. 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 Giveaway, 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 Giveaway.
3. **SELECTION OF WINNER(S):** Ten (10) winners will be determined from among all eligible MYTC! Loyalty members as of April 28, 2021 by a random drawing to be conducted on April 29th, 2021 by a representative of Sponsor, whose decision is final on all matters relating to this promotion. The prize is non-transferable and cannot be substituted.
4. **VERIFICATION OF WINNER(S) AND DELIVERY OF PRIZE(S):** Potential winners will be contacted via the email account associated with the MYTC! Loyalty rewards account. The Winner will be mailed the prize within 2 business days of accepting the prize and proving eligibility. 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; the prize is returned as undeliverable; two attempts to contact potential winner by email are unsuccessful; or potential winner declines the prize.
5. **GENERAL:** This Giveaway 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 giveaway 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 Giveaway, 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 Giveaway 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 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 Giveaway 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 Giveaway 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 Giveaway. 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 Giveaway and/or any electronic materials associated with the Giveaway. Sponsor may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said

entrant is attempting to undermine the legitimate operation of the Giveaway 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.

6. **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.
7. **SPONSOR:** Texas Taco Cabana, L.P., 1077 Central Parkway South Suite 600, San Antonio, Texas 78232
8. **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.