

# GLORIA'S

L A T I N C U I S I N E

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## GLORIA'S® NIGHTLIFE: SUMMER OF SALSA OFFICIAL GENERAL CONTEST RULES

Any individual who enters, attempts to enter or in any way participates or attempts to participate in any contest, sweepstakes or giveaway ("Contest") conducted by Gloria's® Latin Cuisine & Gloria's® Nightlife ("Gloria's Latin Cuisine & Gloria's Nightlife") (each such individual is hereinafter referred to as a "Participant") agrees to be bound by the terms and conditions provided in these Official General Contest Rules ("General Rules"), as well as by Gloria's Latin Cuisine & Gloria's Nightlife's interpretations of these General Rules and decisions which are final and binding in all matters relating to any Contest. Some Contests will have specific rules developed for them ("Specific Contest Rules"). In the event there is a discrepancy or inconsistency between these General Rules and the Specific Contest Rules, the Specific Contest Rules shall control.

### **NO PURCHASE NECESSARY:**

Unless otherwise noted, no purchase is necessary to enter or win a prize. A purchase will also not improve your chances of winning.

### **APPLICABLE LAW (VOID WHERE PROHIBITED):**

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void outside of the United States and where prohibited or otherwise restricted by law.

### **CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Gloria's Latin Cuisine & Gloria's Nightlife reserves the right to cancel, terminate, modify or suspend any Contest if the Contest is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, "bugs," tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of Gloria's Latin Cuisine & Gloria's Nightlife to cancel, terminate, modify or suspend any Contest shall be final in all respects.

## **CONTEST DESCRIPTIONS:**

All Gloria's Latin Cuisine & Gloria's Nightlife Contests will be described through electronic, print or promotion and governed by these General Rules unless the Contest has Specific Contest Rules developed for it.

## **ELIGIBILITY:**

**Geographical and Age Requirements:** Unless otherwise specified, each Contest is open to all legal U.S. residents who are at least 21 years of age or older at time of entry.

**Contest Entity and Immediate Family Member Disqualification:** The officers, directors, employees, contractors, and agents of Gloria's Latin Cuisine & Gloria's Nightlife and any entity involved in the sponsorship, development, production, implementation and distribution of any Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (the "Contest Entities"), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in any Contest and do not qualify as Participants. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

**Past Prize Winners:** Participants may only win a Contest once every thirty (30) days from the date of selection. However, where a Participant has won a prize valued over \$600, the Participant is ineligible to win another prize for a period of twelve (12) months from the date of selection. Participants who have won a Gloria's Latin Cuisine & Gloria's Nightlife Contest in the last thirty (30) days or who have won prizes valued over \$600 in the last twelve (12) months are ineligible.

**Employer Restrictions:** Participant is solely responsible for reviewing and understanding Participant's employer's policies regarding Participant's eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of his or her employer's policies.

## **HOW TO ENTER:**

**Methods:** Contest entries may be submitted as advertised or otherwise prescribed by Gloria's Latin Cuisine & Gloria's Nightlife for the Contest. Generally, these will involve all or some of the following entry methods: (1) Tagging and/or following

@GloriasLatinCuisine or @GloriasNightlife on Instagram or Facebook (2) electronic mail; (3) Using #GloriasLatinCuisine or #GloriasNightlife or (4) web entry.

Entry Period: Entries must be made during the time periods advertised or otherwise prescribed for each Contest (the "Entry Period") and, unless otherwise stated, will require at a minimum the Participant's name, postal address, and daytime telephone number.

Entries Are the Sole and Exclusive Property of Gloria's Latin Cuisine & Gloria's Nightlife: All Contest entries and/or related submissions become the sole and exclusive property of Gloria's Latin Cuisine & Gloria's Nightlife upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the Participant or any other individual or entity.

Multiple Entries: Unless otherwise limited by Gloria's Latin Cuisine / Gloria's Nightlife, multiple entries are permitted.

False Fraudulent or Deceptive Entries or Acts and Automated Entries: Participants who, in the view of Gloria's Latin Cuisine & Gloria's Nightlife, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution. Automated Entries will be disqualified.

#### **SPECIFIC ENTRY-METHOD RULES:**

Postal Mail and Electronic Mail Entries: If a Contest accepts postal mail or electronic mail entries, all entries must be received by Gloria's Latin Cuisine & Gloria's Nightlife by the Entry Period deadline.

Unless otherwise stated, mail-in entries should be sent via first class United States mail only (overnight mail and courier are not permitted) addressed to Gloria's Latin Cuisine / Gloria's Nightlife, Contest Entry (include the name of the Contest), 16816 Dallas Parkway, Dallas, TX 75248; and electronic mail entries should be sent to [marketing@gloriascuisine.com](mailto:marketing@gloriascuisine.com) during the Contest advertisement. The electronic mail account holder will be deemed the Participant for any electronic mail entries.

Only one Contest entry is permitted per envelope for a mail-in entry.

Web Entries: If a Contest accepts web entries, Participants must accurately complete all required fields or the entry will be deemed incomplete and will not qualify.

#### **PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of Gloria's Latin Cuisine & Gloria's Nightlife or other Contest Entity, Gloria's Latin Cuisine & Gloria's Nightlife and the other Contest Entities are not responsible for any problems which affect, or result from, participation or attempted participation in the Contest. This includes, but is not limited to, the following problems:

Incorrect, incomplete or inaccurate entry information; Human errors; Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software; Identity theft; Tampering, destruction or unauthorized access to, or alteration of, entries or computer data; Network hackers or other unauthorized access to Gloria's Latin Cuisine / Gloria's Nightlife's computer network; Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks; Printing errors; Equipment malfunctions; and Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

#### **RELEASE OF LIABILITY AND INDEMNIFICATION:**

As consideration for entering a Contest, all Participants agree to RELEASE, DISCHARGE AND COVENANT NOT TO SUE Gloria's Latin Cuisine & Gloria's Nightlife, the other Contest Entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating in any manner to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

Additionally, as consideration for entering the Contest, all Participants agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of,

involving or relating in any manner to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

**ODDS OF WINNING:**

The odds of winning any Contest and/or prize will depend upon the number of Contest Participants and/or the discretion of Gloria's Latin Cuisine / Gloria's Nightlife.

**PRIZES:**

The actual prizes and value of each prize will vary for each Contest. Descriptions of prizes will be announced for each Contest separately. No transfer, assignment or substitution of a prize is permitted, except Gloria's Latin Cuisine & Gloria's Nightlife reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made.

Gloria's Latin Cuisine & Gloria's Nightlife reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason. If tickets to an event are awarded as a prize, Gloria's Latin Cuisine & Gloria's Nightlife is not responsible for any cancellation or rescheduling of the event for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the event not be rescheduled, or vouchers not issued. Should travel be part of the prize, Gloria's Latin Cuisine & Gloria's Nightlife is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays. No Contest Entity(i) makes any warranty, guaranty or representation or any kind concerning any prize and (ii) each Contest Entity disclaims all implied warranties, including without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**TAXES:**

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). A winner may be required to fill out a 1099 tax release form. If prize-winner is claiming a price within the restaurant, taxes and service charge will apply.

**WINNER SELECTION:**

Prize winners will be selected per the criteria announced for the Contest. If the Contest requires Participants to answer trivia, provide information or otherwise perform in some manner to participate and qualify to win, the decisions of Gloria's Latin Cuisine & Gloria's Nightlife and/or the other judges will be final as to all matters including the accuracy and/or completeness of the answer, as well as the quality of the information or other performance. If a winner is unable to be notified for any reason for any amount of time, the applicable prize may be forfeited and awarded to an alternate winner.

## **HOW TO CLAIM PRIZE:**

Claiming the Prize: The Participant prize-winner can be pick up their prize at Gloria's Latin Cuisine / Gloria's Nightlife's business office located at 16816 Dallas Parkway, Dallas, TX 75248 or at a specified Gloria's Latin Cuisine restaurant location (Winner will be notified where to claim their prize). From time to time, in its sole discretion, Gloria's Latin Cuisine & Gloria's Nightlife may agree to mail the prize. In the event that a prize is mailed to the winner, the winner will initially be sent any required releases and prize claim forms along with a return, pre-paid overnight delivery air bill. Failure by the winner to return completed forms within five (5) business days from the date of receipt of forms for any reason may lead to forfeiture of the prize. In the event the prize is mailed to the winner, the winner assumes the risk of the prize's safe arrival.

Prerequisites to Prize Award: Prior to being awarded a prize, winners are required to provide (1) a valid government-issued photo identification depicting proof of age (21 or older) and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Gloria's Latin Cuisine & Gloria's Nightlife reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in Gloria's Latin Cuisine / Gloria's Nightlife's sole discretion.

Winners may be required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and a Publicity Release before any prize is awarded. By entering a Contest, Participant agrees to execute these documents if selected as a winner in order to receive their prize. If the prize is travel tickets involving travel partners, the travel partners will be required to meet minimum age eligibility requirements and to execute an Affidavit of Eligibility/Release of Liability prior to receiving the companion travel ticket. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

Prize Forfeiture: Unless otherwise stated, winners shall have thirty (30) days from the date of selection to claim and pick up their prize. Failure to claim and pick up prize within this time for any reason will result in forfeiture of the prize. Gloria's Latin Cuisine & Gloria's Nightlife reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

Additional Costs: Any costs relating to the prizes are the sole responsibility of the winner. Taxes or Service charge may be added to the final bill upon check out.

#### **PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants, without compensation, to Gloria's Latin Cuisine & Gloria's Nightlife and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest in publications and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Gloria's Latin Cuisine & Gloria's Nightlife and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.

#### **DISQUALIFICATION:**

All participants agree to be bound by these General Rules. Non-compliance with any of these General Rules may result in disqualification and all privileges as a Participant in such case will be immediately terminated. Gloria's Latin Cuisine & Gloria's Nightlife, in its sole discretion, further reserves the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, GLORIA'S LATIN CUISINE & GLORIA'S NIGHTLIFE RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **RULES CHANGES AND INTERPRETATIONS:**

Gloria's Latin Cuisine & Gloria's Nightlife reserves the right in its sole discretion to supplement or make changes to these General Rules as well as the rules of any Contest at any time without notice. Gloria's Latin Cuisine & Gloria's Nightlife reserves the right in its sole discretion to interpret the rules of any Contest, and such interpretation shall be binding upon all Participants.

#### **GOVERNING LAW AND JURISDICTION:**

All Contests shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles. By entering the Contest, Participants hereby submit to the jurisdiction and venue of the federal and state courts of Texas and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of any Contest.

#### **GENERAL RULES/LIST OF WINNERS:**

Copies of these General Rules (as well as any Specific Contest Rules) may be obtained by sending a self-addressed stamped envelope to: Gloria's Latin Cuisine / Gloria's Nightlife, Official Contest General Contest Rules (or the Specific Contest Rules), 16816 Dallas Parkway, Dallas, TX 75248. These General Rules may also be found at [gloriascuisine.com](http://gloriascuisine.com).