

## **CONDADO YEAR OF YUM GIVEAWAY 2022**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN PARTICIPANT'S CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF AND WITHIN THE STATE OF PENNSYLVANIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Condado Year of Yum Giveaway is sponsored by Condado Tacos ("Condado" or "Sponsor"), 777 Goodale blvd. Unit 400, Columbus, OH 43212.

#### **HOW TO PARTICIPATE**

The Year of Yum Giveaway begins on October 20, 2022 at 11 AM Eastern Time at Condado Tacos in Cranberry Township, PA. You may participate in the Year of Yum Giveaway by downloading the [Condado Tacos App](#), arriving at the site of the new restaurant located at 20430 Rte 19, Cranberry Twp, PA 16066 (the "New Restaurant") and being one of the first 100 participants declaring to be a participant in the Year of Yum Giveaway and entering the New Restaurant. The Year of Yum Giveaway for the New Restaurant ends once the 100th participant has entered the New Restaurant.

Once a participant arrives at the New Restaurant, the participant will be instructed to fill out a Google Form with a number provided to them by Condado. The participant will also need to provide their email, phone number, T-shirt size, and address within the downloaded Condado App. Approximately three (3) days following the official grand opening of the New Restaurant, participants 1 through 100 will receive the Prize as a reward through the Condado Tacos App. In the event any participant does not match their email and phone number entered into the Google Form with the email and phone number utilized for their Condado Tacos App account, Condado may, at its sole discretion, attempt to contact the participant to retrieve the corrected information in order for the participant to receive the Prize.

#### **ELIGIBILITY**

Open to all legal residents of and within the state of Pennsylvania who are 16 years of age and older as of 10/20/22, excluding employees of Condado and members of their immediate family or persons living in the same household. Void where prohibited or restricted by law.

Winning participants will be asked to provide personal information, such as their name, physical address, and date of birth in order to confirm eligibility and compliance with these Official Rules. Failure to provide such information will result in forfeiture of the Prize and Condado shall have the option to award the prize to an alternate winning participant. By participating in the Year of Yum Giveaway, you accept and agree to these Official Rules and the decisions of Condado, which shall be final in all matters. Acceptance of the Prize also constitutes permission to Condado to use your name, image, photograph, likeness, statements, voice, biographical information, and address (city and state) to include in a winners list and for

marketing purposes to promote future promotions without further compensation or right of approval, unless prohibited by law. All federal and state of Pennsylvania laws apply.

Any participant may be disqualified, at the sole discretion of Condado, for behavior that is unfair, unkind, unsafe, at odds with Condado values, or that compromises or may compromise the integrity of the Year of Yum Giveaway. In the event any participant is unable to verify, to Condado's satisfaction, any participant information required by these Official Rules, Condado may disqualify such participant at Condado's sole discretion.

### **THE PRIZE**

Condado will give every winning participant a reward through the Condado App that can be redeemed for one free taco per week (Sunday to Saturday) for an entire year (the "Prize") beginning once the date the reward hits their Condado App account. The approximate retail value of the Prize is \$420. Winning participants may only redeem the Prize as permitted in the Condado App. Use of the Prize in connection with delivery services (whether through Condado or a third-party delivery provider) is not permitted. The Prize may not be sold, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, traded, donated, auctioned, substituted or redeemed or exchanged for cash, merchandise, other food or beverage products besides tacos, or services, except as determined by Condado, in its sole discretion. Condado reserves the right to substitute a prize of equal or greater value to the Prize. The Prize will be awarded subject to the terms of these Official Rules. All income taxes resulting from acceptance of prize are the responsibility of the winning participant. If a winning participant is disqualified for any reason, Condado may award the Prize to an alternate participant, at Condado's sole discretion. All Prize details are at the sole discretion of Condado.

Condado, in its sole discretion, may award de minimis value gift items during the Year of Yum Giveaway to participants and/or other guests separate and apart from the Prize. These gift items do not affect the award of any Prize to Participants who comply with the Official Rules. Participants and/or other guests are not entitled to receive and may not be provided any gift items. Condado reserves the right, in its sole and absolute discretion, not to award a gift item to any Participant. Sponsor is not responsible for and will not replace any damaged, lost or stolen gift items. GIFT ITEMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

### **PUBLICITY**

Except where and as may be prohibited by law, participation in the Year of Yum Giveaway constitutes express permission by a participant for Condado, and those acting pursuant to the authority of Condado, to use such participant's name, photograph, image, likeness, voice, opinions, hometown, and/or state for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter developed, worldwide in perpetuity, without further notice, review or approval, permission, or compensation. If you do not agree to these terms, you should not participate in the Year of Yum Giveaway.

### **LIMITATION OF LIABILITY**

BY PARTICIPATING IN THE YEAR OF YUM GIVEAWAY, PARTICIPANTS WAIVE ALL RIGHT TO, AND HOLD CONDADO HARMLESS FROM, ANY CLAIM, LIABILITY, LOSS, DAMAGE (INCLUDING PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES), OR EXPENSE (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE YEAR OF YUM GIVEAWAY OR THE ACCEPTANCE, USE, OR MISUSE OF THE PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Condado will not be responsible for: late, incomplete, or incorrect entries or signups (through the Google Form provided by Condado at the New Restaurant); a participant's failure to receive Prize notices due to entrant's spam, junk e-mail, or other security settings or for participant's provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in the Year of Yum Giveaway; by any human error which may occur in the processing of the entries in the Year of Yum Giveaway; or any typographical, technological, or other error in the publishing of the offer, administration of the Year of Yum Giveaway, or announcement of the Prize. If, in Condado's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Year of Yum Giveaway, or if technical difficulties (including viruses and bugs) compromise the integrity of the Year of Yum Giveaway, Condado reserves the right, in its sole discretion, to cancel or modify the Year of Yum Giveaway in a manner it deems appropriate. In the event of termination, winning participants may be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning participant, entries will be declared made by the name on the online entry form.

If, in Condado's opinion, there is any suspected cheating or other unfair behavior that compromises or may compromise the integrity of the Year of Yum Giveaway, Condado reserves the right, in its sole discretion, to cancel or modify the Year of Yum Giveaway in a manner it deems appropriate.

### **DISCLAIMER OF WARRANTIES**

THE YEAR OF YUM GIVEAWAY AND PRIZE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

### **RELEASE OF CONDADO**

You forever fully release, hold harmless and discharge Condado from any and all liability arising out of or otherwise connected to your attendance at the New Restaurant during the Year of Yum Giveaway.

### **GENERAL CONDITIONS**

Condado reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend

the Year of Yum Giveaway should non-authorized intervention, fraud, weather, acts of war, natural disasters, terrorism events, application of law or regulatory requirements, force majeure events or other causes beyond the control of Sponsor corrupt or affect the administration, security, fairness, or proper conduct of the Year of Yum Giveaway. Condado reserves the right to disqualify any individual it determines, in its sole discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Year of Yum Giveaway, (b) defraud Condado, (c) undermine the legitimate operation of the Year of Yum Giveaway, (d) annoy, abuse, threaten, or harass any other participant, Condado, or representatives of Condado (including employees), or (e) act in violation of these Official Rules. In such event(s), Condado reserves the right (in addition to disqualification of such individual) to seek damages from any such person to the fullest extent permitted by law. Condado's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Anyone who participates in the Year of Yum Giveaway through means or in a manner not permitted by these Official Rules is subject to disqualification.

### **CHOICE OF LAW AND FORUM**

You agree that all matters arising out of or relating to the Year of Yum Giveaway and these Official Rules are governed by, and construed in accordance with, the laws of the state of Ohio, without giving effect to any of its conflict of laws provisions thereof. You further agree that any legal suit, action, or proceeding arising out of or relating to the Year of Yum Giveaway and these Official Rules shall be brought exclusively in the applicable federal or state courts located in Columbus, Ohio.

### **PRIVACY**

Information submitted by a participant is subject to the Privacy Policy stated on: [www.condadotacos.com/privacy-policy/](http://www.condadotacos.com/privacy-policy/). To read the Privacy Policy, *click here*.

### **WINNER LIST + OFFICIAL RULES**

For the name of the participants that won the Prize, available one week after the Year of Yum Giveaway for the New Restaurant ends, send a self-addressed, stamped #10 envelope to Condado. For Official Rules, send a self-addressed, stamped #10 envelope to Condado by October 27, 2022.

### **SPONSOR**

Condado Tacos  
777 Goodale Blvd.  
Unit 400  
Columbus, OH 43212