

## Tapatio December 2025 Giveaway Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Tapatio Foods LLC ("Sponsor") is pleased to introduce the Tapatio December 2025 Giveaway Sweepstakes ("Sweepstakes"). The Sweepstakes entry period begins on December 12, 2025 at 12:00:00 p.m. Pacific Time ("PT") and ends on December 05, 2025, at 08:59:59 p.m. PT ("Sweepstakes Entry Period"). Pacific Time shall control for all purposes of the Sweepstakes. Sponsor's computer shall be the official clock for purposes of the Sweepstakes.

As a condition of participating in the Sweepstakes, you agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Sweepstakes, these Official Rules, Sweepstakes materials, information contained on Sponsor's website, available at [www.Tapatiohotsauce.com](http://www.Tapatiohotsauce.com). The Sweepstakes is subject to applicable federal, state, provincial and local laws and regulations and is **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**. Winning and receiving a Prize (as defined in Section 6) is contingent upon fulfilling all requirements set forth herein.

### 1. INSTAGRAM® DISCLAIMER

As a condition of participating in the Sweepstakes, you agree and acknowledge that Instagram LLC and their owners directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the "SNS Group") are not sponsors of the Sweepstakes nor do they endorse or administer the Sweepstakes, nor are they in any way associated with the Sweepstakes. All questions regarding the Sweepstakes must be directed to Sponsor, not the SNS Group. You also agree that as a condition of participating in the Sweepstakes, you shall release the SNS Group from any and all liability arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, use, or misuse of any Prize, or the broadcast, exploitation, or use of an entry.

### 2. ELIGIBILITY

The Sweepstakes is open only to natural persons who: (i) are permanent legal residents of the fifty (50) United States or the District of Columbia that are physically located and residing therein; (ii) are at least eighteen (18) years of age; (iii) are not barred from participation in the Sweepstakes under the laws of the United States, including but not limited to all federal, state, and local laws; and (iv) at all times abide by these Official Rules. Proof of residency and age may be required.

Directors, officers, employees, contractors, agents or representatives of Sponsor, and each of their respective parents, subsidiaries, distributors, retailers, suppliers, advertising and promotion agencies, and any and all other companies associated with the design or execution of the Sweepstakes, as well as their immediate family and household members, whether related or not, are not eligible to enter the Sweepstakes. "Immediate family" shall mean parents, step-parents, legal guardians, children,

step-children, siblings, step-siblings or spouses. "Household members" shall mean those people who share the same residence at least three (3) months a year.

### **3. HOW TO ENTER**

During the Sweepstakes Entry Period, you may enter the Sweepstakes one (1) time regardless of the method of entry used. You may enter in one of two (2) methods:

(a) *Instagram Method of Entry*

You may submit one (1) entry into the Sweepstakes by following these steps:

- i. Login to your Instagram account;
- ii. Follow Sponsor's account, @tapatiohotsauce;
- iii. When Sponsor makes a post related to the Sweepstakes, you must like the posted picture; and
- iv. Then, publicly tag two users beneath the post in the comments section (the "entry") during the Sweepstakes Period for a chance to win. Only the entrant who tags the users will be entered to win. The tagged users will not be entered to win.

Registration with Instagram is required to enter into the Sweepstakes. If you do not have an Instagram account, visit [www.Instagram.com](http://www.Instagram.com) or download the free Instagram app on your iOS or Android device from the App Store or Google Play, as applicable based upon your device, and create a free account as instructed. Please note that all comments must comply with (i) these Official Rules and (ii) the Instagram Terms of Use, available at <http://instagram.com/about/legal/terms>.

Limit one (1) entry per person regardless of the method of entry. If an entrant submits more than one (1) entry per method of entry, Sponsor reserves the right to void all such entries at its sole and absolute discretion. Using an automated system to participate in the Sweepstakes or attempting to subvert the Sweepstakes entry process is prohibited and may result in disqualification. In the event of a dispute over who submitted a winning entry, the Authorized Account Holder for the social network site associated with the entry will be deemed to be the entrant. The Authorized Account Holder is defined as the natural person that has established the corresponding account with the respective social network site.

If you are required to post on your SNS Group account to enter, make sure the "Private Account" setting is turned off, or Sponsor won't be able to see your entry and you won't be able to participate in the Sweepstakes. By making this change to your account setting, you understand that all of your future posts on such SNS Group platform will be visible to the public. You agree to comply with all SNS Group platform terms and conditions.

Sponsor is not responsible for incorrect or inaccurate transcription of entry information, computer, online or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, without limitation, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor's sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly

completed. Sponsor shall have no obligation to advise an entrant of an incomplete, late or undeliverable entry. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

#### **4. WINNER SELECTION AND ODDS OF WINNING**

On or about December 05, 2025, Sponsor will conduct two (2) random drawings from all eligible entries received during the Sweepstakes Entry Period (a "Drawing") to select the two (2) potential winners (each, a "Potential Winner"), subject to verification of eligibility requirements.

Odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Entry Period for each Drawing. No more than the stated number of Prizes will be awarded.

#### **1. WINNER NOTIFICATION AND VERIFICATION**

On or about December 05, 2025 the Potential Winners will be contacted via direct message on the select social network site in which they entered and won, by contacting the same username affiliated with the winning entry. The Potential Winners will be awarded the applicable Prize subject to verification of eligibility and compliance with all terms and conditions of these Official Rules. If a Potential Winner fails to respond to the direct message within forty-eight (48) hours of notification or the direct message is returned as undeliverable after two (2) attempts, the Potential Winner may be disqualified in Sponsor's sole and absolute discretion. Winners will be required to provide proof of their government identification to verify their age.

Winners also may be required to provide their Social Security number or tax ID for tax reporting purposes if Sponsor is required to file an IRS Form 1099 with the Internal Revenue Service for the fair market value of a Prize awarded and accepted. Except where prohibited, Potential Winners also may be required to sign and return to Sponsor, within five (5) business days from the date when Sponsor's initial verification email was sent, a declaration of eligibility and liability/publicity release ("Declaration") via email to the address specified in the Declaration in order to claim his or her Prize. If a Potential Winner fails to complete, sign and return the applicable Declaration within the required time period, or if the Declaration is returned as undeliverable or incomplete, the Potential Winner may be disqualified in Sponsor's sole and absolute discretion.

In the event a Potential Winner is disqualified for any reason, or if a Prize is unclaimed, the Prize will be forfeited. Sponsor, at its sole and absolute discretion, may award the forfeited Prize to an alternate Potential Winner by random drawing from among all remaining eligible entries. Within forty-eight (48) hours of the secondary drawing, alternate Potential Winner(s) will be contacted via direct message in the same social platform in which they won, by contacting the same username affiliated with the winning entry. If the alternate Potential Winner(s) fails to respond to the direct message within forty-eight (48) hours of notification or the email notification is returned as undeliverable after two (2) attempts, the alternate Potential Winner may be disqualified in Sponsor's sole and absolute discretion. Sponsor retains the right to repeat this process until an alternate Potential Winner complies with the verification of eligibility requirements.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES, ANY CHANGES TO THESE OFFICIAL RULES,

AND THE SELECTION OF POTENTIAL WINNERS IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

## **2. PRIZE**

The Prize and its approximate retail value ("ARV") is as follows:

Tapatio December 2025 Giveaway ("the Prize"). Subject to verification of eligibility and compliance with these Official Rules, the Potential Winner will each receive:

- One (1) Tapatio Christmas shirt with an ARV \$35
- One (1) Tapatio cap with an ARV of \$25
- One (1) Tapatio beanie with an ARV of \$20
- One (1) Tapatio socks with an ARV of \$15
- One (1) Tapatio mini bottle with lanyard with an ARV of \$15
- One (1) Tapatio journal and pen with an ARV of \$15
- One (1) Tapatio ornament with an ARV of \$10

The total ARV of each Prize is \$135 USD. The ARV for the Prize is an estimate made before the Sweepstakes begins and may vary. If the actual retail value of the Prize is less than or greater than the stated ARV, the Prize winner will not receive the difference.

All Prizes must be claimed in and shipped to an address in the 50 United States and/or the District of Columbia, except in Sponsor's sole discretion. All Prizes will be delivered to the winner by regular mail, United States Postal Service or courier such as Federal Express. Type of delivery service will be at the sole discretion of Sponsor. Please allow 6-8 weeks for delivery. Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prizes. Sponsor assumes no liability for non-deliverability.

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. ALL OTHER COSTS AND EXPENSES RELATED TO ANY PRIZE NOT SPECIFIED HEREIN AND OTHER EXPENSES INCURRED BY ACCEPTING THE PRIZE ARE ALSO THE SOLE RESPONSIBILITY OF THE WINNER. ANY REQUIRED TAX REPORTING FORMS WILL BE FURNISHED TO THE APPROPRIATE AUTHORITIES.

## **5. PRIZE CONDITIONS**

Limit one (1) Prize per person. A Prize will be awarded only if the Potential Winners fully comply with these Official Rules. A Potential Winner is responsible for providing Sponsor with a delivery address so Sponsor may deliver the Prize. If no such address is provided within seven (7) days of initial contact, such Prize is considered forfeited. Sponsor shall have no responsibility or obligation to the Prize winners or a Potential Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All Prizes (or a component of the Prize) are subject to the terms and conditions of the issuer. All Prize details are at the sole and absolute discretion of Sponsor and any depiction of the Prize, in Sweepstakes materials or otherwise, is for illustrative purposes only. Prize and Prize components are subject to availability and other restrictions all of which are subject to change at Sponsor's sole and absolute discretion. No transfer, refund, cash redemption, substitution, replacement or cash equivalent for a Prize or any Prize component will be made, except that Sponsor, at its sole and absolute discretion, may substitute a Prize (or component of a Prize) of equal or greater value for any reason.

ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **6. ENTRY CONDITION AND RELEASE**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor as they may be amended from time to time and (b) release, indemnify, defend, and hold harmless Sponsor, its respective parents, subsidiaries, affiliates, suppliers, retailers, distributors, advertising and promotion agencies, the SNS Group, and each of their respective past and present officers, directors, employees, agents, shareholders, contractors and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability resulting or arising from the Sweepstakes (including reasonable attorneys' fees), including, but not limited to, negligence and damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, property damage, or death or personal injury arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, use, or misuse of a Prize, or the broadcast, exploitation, or use of an entry. Released Parties are also not responsible for any typographical or other error contained in the Official Rules or Sweepstakes-related materials.

## **7. PUBLICITY RELEASE AND USE OF PERSONAL INFORMATION**

Except where prohibited by law, by participating in this Sweepstakes and/or accepting a Prize, you grant Sponsor and its designees the right to use your name, photograph, likeness, statements, biographical information, testimonials, personal story, voice, address, and other identifying information for any and all commercial purposes of the Sponsor, including, without limitation, advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission.

By entering the Sweepstakes, entrants acknowledge they will be sharing their personal information with Sponsor. In addition, by entering, entrants agree to Sponsor's use of entrant's personal information as described in its respective Privacy Policy. Please refer to Sponsor's Privacy Policy, available at <https://www.tapatiohotsauce.com/privacy-policy> or important information regarding our collection, use and disclosure of personal information. Sponsor is not responsible for disclosures made by any third party.

YOU FURTHER ACKNOWLEDGE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNERS' LIST AND BEING TAGGED BY SPONSOR IN A POST ON THEIR RESPECTIVE SNS GROUP ACCOUNT ANNOUNCING YOU AS A WINNER.

## **8. GENERAL CONDITIONS**

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Winning a Prize is contingent upon accepting these Official Rules and fulfilling all requirements of these Official Rules. Sponsor reserves the right without liability to disqualify any entrant or cancel, suspend, modify and/or terminate the Sweepstakes, or any part of it, for any reason, including, but not limited to, insufficient

entries, any printing, seeding, typographical, technical errors, human or otherwise, suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes or any other factor beyond Sponsor's reasonable control, as determined by Sponsor in its sole and absolute discretion.

In such event, Sponsor reserves the right to award the Prizes to the extent required by law for eligible entries submitted up to the time of the impairment (and/or thereafter), or in such other manner as deemed fair and appropriate by Sponsor in its sole and absolute discretion. Sponsor also reserves the right to disqualify any individual it finds to be tampering or interfering with the operation of the Sweepstakes, acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner and void such individual's entry.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

## **9. LIMITATIONS OF LIABILITY**

To the maximum extent permitted by law, the Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, technical errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical failures of any kind, including, without limitation, malfunctions, interruptions, or disconnections of the equipment or software associated with or utilized in the Sweepstakes; (iii) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (v) any injury or damage to persons or property including, without limitation, death, bodily injury, pain and suffering, emotional distress or loss of data which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt, use or misuse of any Prize. If for any reason your entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is to submit another entry during the Sweepstakes Entry Period through a method set forth in these Official Rules. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for punitive, incidental or consequential damages, in which case the liability of the Released Parties will be limited to the maximum extent permitted by law.

## **10. DISPUTES**

By participating, you agree that any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any Prize awarded, shall be resolved individually, without resort to any form of class action. You agree that should you have any such disputes, claims, or causes of action, you shall first allow Sponsor an opportunity to address your concerns. You further agree that if the dispute or claim is not otherwise resolved through direct discussions with Sponsor, it shall then be resolved by final and binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). All proceedings brought pursuant to this paragraph will be conducted in California in the city of Los Angeles.

You further agree that: (i) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will you be entitled to receive attorneys' fees or other legal costs; and (ii) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California and the forum and venue for any dispute shall be in Los Angeles.

## **11. EXTENDED MEANINGS; CURRENCY; FORCE MAJEURE**

Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America. The Released Parties are not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Official Rules when the delay or failure is due to weather, event cancellations, fires, strikes, floods, pandemics, acts of God or the state's enemies, lawful acts of public authorities, delays or defaults caused by common carriers, or other events that cannot reasonably be foreseen or provided against.

## **12. OFFICIAL RULES AND WINNERS' LIST**

A complete copy of these Official Rules can be obtained by sending a self-addressed, stamped envelope to the offices of Tapatio Foods LLC, 4685 District Blvd, Vernon, CA 90058 or emailing a request to [Giveaways@Tapatiohotsauce.com](mailto:Giveaways@Tapatiohotsauce.com). To obtain the names of the Prize winners, any person may mail a self-addressed, stamped envelope to the offices of Tapatio Foods LLC, 4685 District Blvd, Vernon, CA 90058, Attn: Winners' List. The Winners' List will be available after September 8, 2025 and requests must be received no later than four (4) months after that date.

## **13. SEVERABILITY/WAIVER**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined

to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

#### **14. SPONSOR**

The Sponsor is Tapatio Foods LLC, 4685 District Blvd, Vernon, CA 90058.