

# Día del Niño Contest

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

Official entry forms for the Cardenas Markets Inc. ("Cardenas") Dia del Niño (the "Contest") are available at participating Cardenas locations. Entry forms will be made available beginning 04/05/2017 at 12:00 PM Pacific time, and all entry forms must be received by 04/23/2017 at 5:00 P.M., Pacific Time at any Cardenas retail location. Individuals who fill out an entry form for the Contest and submit it in accordance with these Official Rules will have the chance to be selected to win a "Prize," with 1<sup>st</sup> place wins a Laptop (approximate retail value \$199.99 US Dollars), 2<sup>nd</sup> place wins an LG Tablet (approximate retail value \$139.99 US Dollars), and 3<sup>rd</sup> place wins a Bicycle (approximate retail value \$89.99US Dollars). Entrants may obtain and submit entry forms at participating Cardenas locations in CA and NV. For a list of the current participating locations, please visit the company website at Cardenasmarkets.com.

## 1. ENTERING THE CONTEST

To be eligible to enter the Contest, each entry must: (a) be a U.S. citizen or permanent U.S. legal resident (i.e. must be able to show proof of legal permanent residence, for example, a "green card"); and (b) have obtained a parent's or legal guardian's prior permission. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in these Rules. (b) Complete a short survey and submit an entry form and permission slip at one of the participating Cardenas locations in CA by 04/23/2017 no later than 5:00 P.M. Pacific time. Contest is void in Puerto Rico, U.S. territories and possessions, outside of the U.S., and where prohibited by law. Entry forms must be filled out completely and legibly in order to qualify. Cardenas shall not be responsible for lost, late, illegible, misdirected, or mutilated entry forms. All entry forms received after 5:00 P.M. Pacific time on 04/23/2017 are VOID and will be ineligible for Prizes. **Only one entry per person.** Mass or multiple entries and reproductions are prohibited. By participating in the Contest, each entrant releases and agrees to hold harmless Cardenas and its parents, affiliates, subsidiaries and all of their respective directors, officers, employees, representatives and agents, from and against any and all liability for any loss, property damage or damage to persons, including, without limitation, death and injury, due in whole or in part, directly or indirectly, from or arising out of participating in this Contest, or participating in any Contest-related activity, or in the receipt of any Prize.

## 2. SELECTING WINNERS

The winners ("Winners") of the Prizes will be selected by full-time Cardenas Staff who have familiarized themselves by viewing the entries in their local areas or retail outlets on the basis of [ex. the artwork, drawing, greeting, originality, appropriateness of the entry and Interpretation of the "the Contest"]. The judges' decisions are final on all matters relating to the Contest. In the event of a tie in any portion of the judging process, the judges themselves will resolve the tie as applicable. Submissions that contain material that is defamatory, obscene, inappropriate, or contains content owned by a third party are strictly prohibited. To be confirmed a Winner and receive a Prize, each potential Winner will be required to sign and submit a completed Affidavit of Eligibility/Release of Liability and

Publicity, including the potential Winner's full name and street address. Failure of the potential Winner to satisfy the above stated conditions will result in forfeiture of the Prize, and an alternate potential Winner may be selected by Cardenas.

**3. PRIZE RESTRICTIONS:** No portion of the Prize may be transferred, redeemed for cash or substituted, except by Cardenas (in its sole discretion), which reserves the right to substitute any portion of the Prize with a prize of equal or greater value for any reason, including, without limitation, Prize unavailability. All expenses not specifically identified as included in the Prize are the sole responsibility of the Prize Winner. The Prize and all elements thereof, are subject to availability. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prize is at Prize Winner's sole risk and Sponsor is not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of the Prize.

## 4. GENERAL CONDITIONS OF PARTICIPATION

This Contest is subject to all applicable federal, state and local laws. Any attempt by any individual deliberately to interfere with or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and may result, among other things, in disqualification from the Contest. By entering the Contest, each entrant agrees to abide by and be bound by these Official Rules and by all decisions of Cardenas, which are final and binding in all respects. Prizes will be awarded only if a participant fully complies with these Official Rules and such compliance has been verified by Cardenas. Each entrant waives the right to assert as a cost of winning any Prize, any and all costs of redemption or travel to redeem said Prize and any liability and publicity that might arise from redeeming or seeking to redeem said Prize. Each Winner's acceptance of a Prize constitutes the Winner's irrevocable, sub-licensable, absolute right and permission for Cardenas to use, publish, post or display said Winner's name, photograph, likeness, statements, biographical information, voice, city and state address, Prize information, any quotes attributable to him or her, any other indication of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in Cardenas' sole discretion), and Winner's submitted photograph, for any purpose, including but not limited to advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant releases Sponsor from any and all liability related thereto. Subject to any governmental approval which may be required, Cardenas reserves the right, without prior notice and at any time, to terminate or suspend the Contest, in whole or in part, or to modify the Contest in any way, should any factor (including but not limited to fraud or security breach) interfere with proper conduct of the Contest as contemplated by these Official Rules, or if Cardenas believes that the Contest has been compromised in any way. Only the Prizes described and quantity of Prizes offered in these Official Rules will be available to be won in this Contest. It is each entrant's responsibility to ensure that he or she has complied with any and all conditions contained in these Official Rules.

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## 5. ELIGIBILITY

Entrants must be 21 years or older by 04/05/2017 and/or child entrants must be accompanied by parent or legal guardian 21 years or older and legal residents of California and Nevada to enter the Contest and win a Prize. Persons in any of the following categories are NOT eligible to participate in the Contest: (a) persons who on or after 04/05/2017 were or are employees or agents of Cardenas, or its respective parents, subsidiaries, affiliated companies, or service agencies, or independent contractors of any of the above organizations; (b) individuals engaged, or employed by a company that is engaged, in the development, production or distribution of materials for this Contest; and (c) persons who are an immediate family member (defined as mother, father, sister, brother, daughter, son or spouse) of any person in any of the preceding categories, regardless of where they reside. Winners of any contest or sweepstakes sponsored by Cardenas during the previous six (6) months from the cut-off date for entry into this contest are not eligible to enter or win.

All required documentation from Winners will need to be submitted to Cardenas within 30 days after the contact date of (the "Contest").

Once notified, the Winners' parents or guardians will then have 72 hours to confirm the prize and submit any and required proof of identity, otherwise Cardenas shall have the right to select another contest winner based on the next best entry. An entrant shall only be eligible to claim and receive the prize if the parental consent form has been signed and received by Cardenas Markets.

## 6. CHOICE OF LAW

In the event of a dispute, all decisions made by Cardenas are final and binding. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA without regard to California choice of law rules.

## 7. LIMITATIONS OF LIABILITY

BY ENTERING THIS CONTEST, PRIZE WINNERS AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND (BY COUNSEL SATISFACTORY TO SPONSOR) AND HOLD HARMLESS, THE SPONSOR, ITS SUBSIDIARIES AND THEIR RESPECTIVE DIRECTORS, OFFICIALS, OFFICERS, COMMISSIONERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNSFROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, LOSSES, COSTS AND EXPENSESES (INCLUDING ANY FINES PENALTIES, JUDGMENTS, LITIGATION EXPENSE, AND EXPERT'S AND ATTORNEY'S FEES) WITH RESPECT TO OR ARISING OUT OF ANY INJURIES, DAMAGES, OR LOSSES TO ANY PERSON (INCLUDING DEATH), OR

PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE, OR ANY PORTION THEREOF, OR OCCURRING WHILE TRAVELING TO OR FROM OR PARTICIPATING IN ANY CONTEST RELATED ACTIVITY OR PARTICIPATING IN THIS CONTEST.

By entering this Contest, the Entrant further agrees to the following Statement:

I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

## 8. ODDS OF WINNING

The odds of winning depend on the number of eligible entries received. This Contest is sponsored by Cardenas Markets, Inc. 2501 East Guasti Rd. Ontario, CA 91761. There is no purchase required for entering the Contest.