

Participation in “The Del Real Foods Your Passion, Our Passion Sweepstakes] (“Sweepstakes”) constitutes full and unconditional agreement to and acceptance of these Official Rules. The sweepstakes will begin at [November 14, 2016 at 12:00:01 p.m. Pacific Standard Time (“PST”)] and ending [Sunday, December 11, 2016 at 11:59:59 p.m. Pacific Standard Time (“PST”)] (“Sweepstakes Period”). The Sweepstakes is sponsored by Del Real LLC, a California limited liability company, located at 11041 Inland Avenue, Mira Loma, CA 91752 (“Sponsor”).

1. NO PURCHASE NECESSARY. THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN. SWEEPSTAKES OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AT LEAST 18 YEARS OF AGE OR OLDER ON DATE OF ENTRY AND VOID WHERE PROHIBITED BY LAW. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

2. ELIGIBILITY: This Sweepstakes is open only to those who sign up at [<https://www.facebook.com/delrealfoods>] and who are 18 years of age or older as of the date of entry and have a valid email address. Employees of Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to enter the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

3. AGREEMENT TO RULES: By participating, the Sweepstakes (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Sponsor as final and binding as it relates to the content of this Sweepstakes.

4. HOW TO ENTER: No Purchase Necessary, and no entry fee, payment or proof-of-purchase necessary to participate in the Sweepstakes. You can enter the Sweepstakes through the Sweepstakes/Contest tab on Sponsor’s Facebook page. The Sweepstakes must be entered by submitting an entry using the online form provided at [<https://www.facebook.com/delrealfoods>]. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Sponsor.

Limit: one (1) entry per person.

Any individual who, in the sole discretion of Sponsor, is suspected of submitting more than the allowed number of entries, by any means, including, but not limited to, establishing multiple Facebook profiles or e-mail accounts, may be disqualified from participation in this Sweepstakes. The name of the person submitting the Sweepstakes entry must be the authorized account holder of such Facebook profile and/or e-mail address, otherwise entry may be deemed void. In the event of a dispute over the identity of a potential winner, the entry will be decided upon by confirming the authorized account holder of the Facebook profile or e-mail address which submitted the winning entry at the time of entry, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her Facebook profile, e-mail address or postal address during the Sweepstakes Period.

Proof of submission of entry does not constitute proof of Sponsor’s receipt of entry. All entries become the sole property of Sponsor. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including, but not limited to, entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related Facebook profiles, e-mail or IP addresses may be blocked.

5. PRIZES: There will be one (1) Grand Prize Winner of the Sweepstakes (the “Winner”). The total value of the grand prize will be up to USD \$10,000. The Winner will receive:

(A) half of the total grand prize bank, up to \$5,000], and,
(B) the opportunity to select which charity or non-profit from the following list of organizations chosen to receive the other half of the total grand prize bank, up to \$5,000:

- Feed the Children (if Winner specifies Hunger)
- Wildlife Conservation Network (if Winner specifies Environment)
- Humane Society (if Winner specifies Animals)
- Children's Miracle Network Hospitals (if Winner specifies Children's Health)
- Fisher House (if Winner specifies Veterans)

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Sponsor. No cash or other prize substitution shall be permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Sponsor to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. ODDS: The odds of winning will vary and depend on the number of eligible entries received.

7. WINNER SELECTION, WINNER NOTIFICATION AND PRIZE FULFILLMENT: Winner will be selected by a random drawing under the supervision of Sponsor as follows:

- Draw date: Monday, December 12, 2016;
- Winner will be announced on our Facebook page (Facebook.com/delrealfoods) Tuesday, December 20, 2016; and
- Winner will be contacted by email Monday, December 12, 2016.

Winner will be notified by email to the email address provided by Winner at the time of entry within five (5) days following selection of Winner. Any winner who does not respond to notification attempts within five (5) business days will result in prize forfeiture and an alternate winner may be selected at Sponsor's discretion. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. Any winner notification returned as undeliverable without a forwarding address will result in prize forfeiture and an alternate winner may be selected at Sponsor's discretion. If Winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected.

The potential winner may be required to sign and return to Sponsor an Affidavit of Eligibility with (where lawful) a liability and publicity release for receipt by Sponsor by the due date indicated in the notification letter.

Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. GENERAL: Except as determined by Del Real Foods in their sole discretion, no substitution of prize is available, nor is any transfer of prize to a third party permitted. All federal, state or other tax liabilities and fees arising from this Sweepstakes are the sole responsibility of the prize winner. If winner chooses not to accept the prize in its entirety, another winner will be chosen.

9. RIGHTS GRANTED BY YOU: By entering this content (e.g., name and email address), You understand and agree that Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees,

successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

10. TERMS AND CONDITIONS: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. LIMITATIONS OF LIABILITY: By entering, You agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof; (e) any injury or damage to participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes; (f) any injuries, losses or damages of any kind caused by a prize or resulting from acceptance, possession or use or misuse of, or participation in any part of, a prize, or from participation in the Sweepstakes; (g) any printing, typographical or technical errors in any materials associated with the Sweepstakes; or (h) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part.

12. DISPUTES: THIS Sweepstakes IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). Participant further waives all rights to have damages multiplied or increased.

13. PRIVACY POLICY: Information submitted with an entry is subject to the [Privacy Policy](#) stated on the Del Real Foods Facebook Page website. To read the Privacy Policy, click here.

14. WINNERS LIST: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Del Real LLC 11041 Inland Avenue, Mira Loma, CA, USA, 91752. Requests must be received no later than [January 12, 2017, 5:00 PM, PST].

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to DEL REAL FOODS and not to Facebook.

Del Real Foods' Privacy Policy may be found at: <http://delrealfoods.com/privacy-policy>

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