



Cocina Sabrosa 2024 Food Service Grant Giveaway

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. ELIGIBILITY.

The Cocina Sabrosa 2024 Food Service Grant Giveaway (the "Giveaway") is only open to legal residents of the continental U.S. who are in the age of majority for the state, territory, or other jurisdiction in which they reside at the time of participation and is void where prohibited by law. Employees, officers, directors, representatives, and agents of Emerald X, LLC (the "Sponsor"), advertising and promotion agencies, and suppliers, and members of their respective immediate families are not eligible to participate in the Giveaway.

By participating, each entrant agrees to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Giveaway. All applicable federal, state, and local laws, rules and regulations apply. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth in these Official Rules. All entries become the sole and exclusive property of the Sponsor, and receipt of entries will not be acknowledged or returned. Limit one (1) entry per eligible person for each Giveaway. Void where prohibited.

2. START AND END DATES:

Giveaway 1 begins on August 21, 2024, at 10:00 AM CST and ends on August 21, 2024, at 3:00 PM CST (the "Eligibility Period").

Giveaway 2 begins on August 22, 2024, at 10:00 AM CST and ends on August 22, 2024, at 2:00 PM CST (the "Eligibility Period").

3. HOW TO ENTER:

- a. **To Enter Giveaway 1:** Attend the Food Service Talent Panel at Cocina Sabrosa Expo on August 21 at 12:00 PM, fill out entry form during the session and be present at the time of the winner announcement.
- b. **To Enter Giveaway 2:** Attend the session Diversify Your Funding: How to Write a Winning Grant for Your Culinary Business at Cocina Sabrosa Expo on August 22 at 1:00 PM, fill out entry form during the session and present at the time of the winner announcement.

Incomplete entries may be disqualified. All entries submitted become the property of Sponsor

and will not be returned. Each entrant is permitted to submit only one (1) entry to each Giveaway. Entries will be void if no company email address is provided, or if the supplied company email address is not current or if the entrant's first and last names are not provided. In the event of a dispute as to the identity of an entrant, the authorized account holder of the company email address used to enter the Giveaway will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to the company email address by the Internet service provider, online service provider, or other organization responsible for assigning company email addresses for the domain associated with the submitted company email address.

4. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):

The Winner of the Giveaway (the "Winner") will receive a \$1,000 grant made out to the company (the "Prize"). No cash or other prize substitution shall be permitted except at Sponsor's sole and absolute discretion.

Total Prize value: \$1,000 Winner is responsible for all costs and expenses not specifically included herein, including without limitation, all costs related to attending the Conference. The Prize is non-transferable. Odds of winning depend on the number of eligible and qualified entries received. All taxes are solely the responsibility of the winner.

5. DRAWING AND NOTIFICATION.

One (1) winner will be selected for each Giveaway by Sponsor from among all eligible entries submitted during the Giveaway Period.

The Sponsor will announce the winner on site and must be present during the announcement. If the potential winner is not in attendance, the Sponsor may select an alternate potential Winner in his/her place at random from the remaining eligible entries. When notifying the potential Winner, the Sponsor will provide instructions on how to claim the Prize. A Winner is deemed to be a potential Winner, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor in its sole and absolute discretion.

6. TERMS & CONDITIONS

Where permitted by law, the winner grants (and agrees to confirm said grant in writing upon the request of the Sponsor) to Sponsor, and those acting pursuant to Sponsor's direction or control, the perpetual right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the Internet, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information for advertising, trade and promotional purposes without additional consideration and without notice, review or approval. Further, winner will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release, a Publicity Release (where lawful), and provide evidence of identity and age with a social security number or taxpayer ID and a valid state or federally issued identification (e.g., driver's license or passport), all within fourteen (14) days of Prize notification. If said documents are not timely provided, or if Prize or Prize notification is returned as non-deliverable, or if a potential winner is found not to have complied with these Official Rules, or declines the Prize for any reason, or is ineligible for any reason, the

Prize will be forfeited and may be awarded, in Sponsor's sole discretion, to an alternate winner selected at random. WINNER (OR WINNER'S COMPANY, AS APPLICABLE) WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL NUMBER AS REQUIRED BY APPLICABLE LAW. By participating, participants release and agree to hold harmless Sponsor, its parents, subsidiaries, affiliates, advertising and promotion agencies and all of their respective directors, officers, employees, representatives and agents (collectively, the "Released Parties") from and against any and all liability for any injury, loss or damage of any kind to persons (including, without limitation, death) or property, arising directly or indirectly, in whole or in part, from or in connection with the acceptance, possession, use or misuse of any prize, participation in this Giveaway, or any Giveaway-related activity, including any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE PARTICIPANT AGREES THAT, BY ENTERING THE GIVEAWAY, (I) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (II) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7. GOVERNING LAW

By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Giveaway Official Rules, or the rights and obligations of participants and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to its conflicts of law provisions. All participants hereby consent to the jurisdiction and venue of the federal or state courts located in New York County, New York. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY AND WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

8. WINNER LIST

For the names of the Giveaway winners, send an email to Lorena Bouwer, Marketing Manager, at lorena.bouwer@emeraldx.com. Winner list requests must be received by Sponsor by August 30, 2024 and will be provided after the Winner has been verified and the Prize has been awarded.

9. SPONSOR.

Emerald X, LLC, 100 Broadway, 14th Floor, New York, NY 10005. Attention: [Alex Melillo]

10. PRIVACY.

By submitting an entry, each entrant acknowledges and agrees that the information collected pursuant to these Official Giveaway Rules shall be subject to the Sponsor's privacy policy as stated at <https://www.emeraldx.com/privacy-policy/>.