

## **STAR CONTEST - Terms and conditions: 'Star of the Month' Sweepstakes on Facebook**

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

**1. Eligibility:** the "*Star of the Month* Sweepstakes" is open only to those over 18 years old, who follow the participation conditions specified on the weekly IG and FB post. The sweepstakes is only open to legal residents of the United States of America and is void where prohibited by law. Employees of Borges USA (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Borges USA, as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

**3. Sweepstakes Period:** The duration of the sweepstakes will be specified in the same published post.

**4. How to Enter:** The Star of the Month Sweepstakes must be entered by:

- Being a follower of **STAR Fine Foods** on Facebook <https://www.facebook.com/STARFinefoods/>
- Liking the post
- Posting a comment on the sweepstake

There is no limit in the number of comments that can be posted. Every comment must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Borges USA. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Borges USA.

**5. Prizes:** One winner will receive the following:

A set of STAR products, with an approximate value of \$30 USD

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Borges USA 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 depend on the number of eligible entries received.

**7. Winner selection and notification:** Winner of the Star of the Month Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winner will be notified via IG/FB within five (5) days following the winner selection. Borges USA shall have no liability for a winner's failure to receive notices due to winners' spam or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner

cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

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

**8. Rights granted by you:** By entering this content you understand that Borges USA, anyone acting on behalf of Borges USA, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** Borges USA reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Borges USA may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Borges USA. Borges USA reserves the right at 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.

By entering the sweepstakes you agree to receive email newsletters periodically from Borges USA. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

**10. Limitation of Liability:** By entering you agree to release and hold harmless Borges USA 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 (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which 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 will participant be permitted to obtain awards for, and hereby waives

all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Borges USA Web Site.

**14. Sponsor:** The Sponsor of the Sweepstakes is Borges USA, 2680 W Shaw Ln, Fresno, CA 93711.