

**JUANITA’S FOODS HOMINY WAYS TO SHARE CONTEST
OFFICIAL RULES**

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Juanita’s Foods and not to Instagram. The information you provide will only be used in the event you are determined a winner.

1. **PROMOTION PERIOD:** Juanita’s Foods Hominy Ways to Share Contest (the “**Contest**”) begins once the post goes live on April 1, 2024 and ends 11:59 PM CT on May 31, 2024 (the “**Promotion Period**”). The Promotion Period consists of four (4) non-consecutive separate entry periods (each “**Entry Period**”) and is outlined below in Section #3.
2. **ELIGIBILITY:** Open only to legal residents of the 50 United States and the District of Columbia, 18 years of age or older as of date of entry. Employees of Juanita’s Foods, LLC (the “**Sponsor**”), its affiliates, subsidiaries, divisions, suppliers, distributors and advertising, marketing, promotional and judging agencies (collectively, “**Released Parties**”), and each of their respective employees, directors, officers, members, assigns and agents and their immediate family members and/or those living in the same household of each are not eligible to participate or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws.
3. **HOW TO PARTICIPATE, ENTER AND JUDGING CRITERIA TO DETERMINE WINNERS:**

During each Entry Period (defined below), you may enter on Instagram.com or your web-enabled mobile device using the Instagram application (collectively, the “**Site**”) and following the steps below. Please note, you may only enter during an Entry Period.

Entry Periods:

Entry Period	Weekly Entry Period Dates	Winner Announcement
1	April 1, 2024 – April 5, 2024	4/7/24
2	April 15, 2024 – April 19, 2024	4/21/24
3	April 29, 2024 – May 3, 2024	5/5/24
4	May 13, 2024 – May 17, 2024	5/19/24

Entry: At the start of each Entry Period, eight (8) influencers (each, an “**influencer**”), selected by the Sponsor, will each make a post on Instagram (“**Post**”). In the Post video, the influencer will make a recipe, using Juanita’s Hominy. At the end of the Post video, the influencer will ask those that are watching to follow @juanitasfoods on Instagram and comment (in the comments section of the Post) with their own original recipe (just text, no photos or videos), excluding any pozole or menudo recipes, and using Juanita’s Hominy (the “**Submission**”) to receive one (1) entry (the “**Entry**”) for that Entry Period. **Post copy must include written recipe with all ingredients, serving size and directions.**

Preliminary Rounds of Judging: At the end of each Entry Period, each influencer (8 total) will judge all the submitted Entries for their own Post based on the Judging Criteria below, to determine three (3) Entries that will proceed to the Brand’s round of judging. In the event of a tie, tied Entries will be

rejudged based solely (100%) on Overall Favorite Entry. Influencers' decisions are final on all matters relating to the preliminary rounds of judging.

Brands' Judging Rounds: Within a week after each preliminary judging, Sponsor's brand will then determine the Entry Period Prize winner from among the three (3) Submissions received from each influencer (8 total) during each Entry Period based on the following judging criteria: Recipe Authenticity (30%), Most Creative Entry (30%), and Perceived Taste (40%) (collectively, "**Judging Criteria**"). In the event of a tie, tied Entries will be rejudged based solely (100%) on Overall Favorite Entry. The brand's decisions are final on all matters relating to the brand's judging. Excluded recipes: Menudo and Pozole.

Final Judging Round: Each Entry Period will follow the same steps and use the same Judging Criteria as outlined above. After the conclusion of the Contest, on or about May 31, 2024, the Sponsor will determine one winning recipe overall from among the 8 Entry Period winners (determined during the brand's judging), based on the same Judging Criteria. In the event of a tie, tied Entries will be judged again based on the same Judging Criteria by a different set of judges. The overall winning recipe will be posted at <https://www.hominyways.com/hominy-recipes>.

Submission must be posted in the comments of the influencer's post not in Instagram Stories, or Instagram Reels. Your Submission must be uploaded in accordance with the Instagram Terms of Use (<http://instagram.com/about/legal/terms/>). You must have an Instagram account to enter. Potential winners may be required to show proof of being the authorized account holder of the Instagram account associated with the Entry. Limit one (1) Entry per person per entry period, per influencer post. Entries in excess of that limit will be disqualified if discovered by Sponsor. The person uploading the Entry will be deemed the entrant (the "**Entrant**"). If there is a dispute as to the identity of an Entrant, the Entrant will be deemed the authorized account holder of the Instagram account used for Entry, as long as such person is otherwise eligible in accordance with these Official Rules. "Authorized account holder" of an Instagram account is defined as the person who is responsible for joining Instagram and who manages the e-mail address associated with the account. Any Entry not in compliance with the above and which does not meet the other requirements of these Official Rules will be disqualified. Participation is subject to disqualification of all Entries, if any of the Released Parties discover that multiple accounts are used by the same person. As applicable, normal Internet/phone access and usage/data charges imposed by Entrants' online/mobile service will apply.

- 4. SUBMISSION GUIDELINES:** In the event the Sponsor, in its sole discretion, determines that any Entry contains content that does not comply with these Official Rules or does not otherwise comply with regulatory guidelines, Sponsor reserves the right to disqualify and remove the Entry or, if Sponsor so determines, edit the content of the Entry. All Entries must comply with these Official Rules and the Post instructions in order to be eligible. Any Entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be disqualified. Entry must not contain material that is inappropriate, indecent, profane, obscene, hateful, tortious, defamatory, slanderous or libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group). Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. Any Entry or portion thereof that is, in Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third party materials (other than Sponsor-owned), or otherwise violates or infringes (or may infringe) any copyright,

trademark, or mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to, brand names, slogans, political, or religious statements), or is otherwise objectionable, will not be considered and will disqualify the Entry. Try to avoid including any specific brand names in Entry. Entries must be in keeping with Sponsor's image/brand image as determined by Sponsor, in its sole discretion, or Entry will be disqualified. The Entry must not disparage persons or organizations associated with Sponsor.

5. **WINNER NOTIFICATION/PRIZE AWARD:** Winners will be notified by direct message from Juanita's Instagram account and will be required to follow the instructions outlined in the direct message to arrange for prize fulfillment within twenty-four (24) hours of notification attempt or prize will be forfeited. The potential winner for Entry Period One will be contacted on April 7, 2024, the potential winner for Entry Period Two will be contacted on April 21, the potential winner for Entry Period Three will be contacted on May 5, 2024, and the potential winner for Entry Period Four will be contacted on May 19, 2024. The potential Overall Contest Winner will be notified by direct message from Juanita's Instagram account on or around June 7, 2024 and will be required to fill out a release form authorizing the use of their recipe, their Instagram account name, and photo for marketing purposes, in Sponsor's sole discretion.
6. **PRIZES:** Thirty-two Entry Period Prizes (32 – one winner, per Entry Period per influencer) will receive a \$250 Sponsor-specified gift card. Overall Contest Winner will be featured on the recipe section of the Juanita's site, in Sponsor's sole discretion. There is no retail value associated with the prize.
7. **GENERAL RULES:** Terms and Conditions on gift cards apply. No transfer, assignment, substitution or cash equivalent for prize will be permitted, except at the sole discretion of the Sponsor due to prize unavailability for any reason. In such circumstance, an alternate prize of equal value will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation will be provided. The Released Parties assume no responsibility or liability for damages, losses or injury resulting from acceptance or use of any prize. In no event will more than the stated prizes be awarded. If an Entrant submits more than the stated number of Entries permitted, Entry may be declared null and void. Entrants/winners agree to release, discharge and hold harmless Released Parties, from and against any and all liability (including damages caused or claimed to be caused) arising out of participation and/or acceptance/use of a prize, and agree to be bound by these Official Rules and Sponsor's decisions, which are final. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winners' names, Instagram names, and/or likenesses and Entries for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of the Official Rules, the English version of the Official Rules shall prevail, govern and control. The Released Parties are not responsible for any typographical or other error in the printing of the Contest material, administration of the Contest or in the announcement of the prizes. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury

or damage to any person's computer, phone/device related to or resulting from participating in or experiencing any materials in connection with the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest. If there is a dispute as to the identity of an Entrant, the Entrant will be deemed the authorized account holder of the Instagram account submitted at the time of Entry. "Authorized account holder" of an Instagram account is defined as the person who is responsible for joining Instagram and who manages the e-mail address associated with the account. Any Entry not in compliance with the above and which does not meet the other requirements of these Official Rules will be disqualified. Participation is subject to disqualification of all Entries, if Sponsor discovers that multiple accounts are used by the same person. As applicable, normal Internet/phone access and usage/data charges imposed by Entrants' online/mobile service will apply. Entry must be made by the Entrant, only through the entry method described above. Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method are ineligible and will be disqualified. Sponsor reserves the right to disqualify any individual and all entries using such methods. Sponsor reserves the right to cancel or modify the Contest if fraud, misconduct or technical failures threaten the integrity of the Contest; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Contest as determined by Sponsor, in their sole discretion. In the event of termination, a notice will be posted online and the winners will be chosen based on the Judging Criteria from among all eligible Entries received for each Entry Period, prior to termination. Any damage made to the Website by an Entrant will be the responsibility of the Entrant and/or the authorized email account holder of the email address submitted at the time of Entry. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Winners are responsible for applicable federal, state and local taxes (if any). As a condition of entering the Contest, Entrants agree that: 1) under no circumstance will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages; 2) all causes of action arising out of or connected with the Contest, or prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event will Entrant be entitled to receive attorneys' fees or other legal costs.

8. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Texas. Any action seeking legal or equitable relief arising out of or relating to the Contest or these Official Rules shall be brought only in the courts of the State of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
9. **PRIVACY POLICY:** Any personally identifiable information collected during an Entrant's participation in the Contest will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.juanitas.com/privacy-policy>.

10. **WINNERS LIST:** For the names of the winners, send a stamped, self-addressed envelope by June 30, 2024, to: "Juanita's Foods Hominy Ways to Share Contest Winners", Directo Hispanic, LLC; 7039 San Pedro Ave, Unit 905, San Antonio, TX 78216.
11. **SPONSOR:** Juanita's Foods LLC, Juanita's Foods, P.O. Box 847, Wilmington, CA 90748.