



**FREE EL FENIX® FOR A YEAR SWEEPSTAKES
MONDAY, 4/1/19 – SUNDAY, 5/5/19**

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ON-LINE ENTRY ONLY AND INTERNET ACCESS IS REQUIRED. PARTICIPATION CONSTITUTES ENTRANT'S UNCONDITIONAL AGREEMENT TO THESE "OFFICIAL RULES" AND TO SPONSOR'S AND/OR ADMINISTRATOR'S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

- 1. Eligibility:** The FREE El Fenix® For A Year Sweepstakes ("Sweepstakes") is open only to legal residents of the 50 United States and Washington D.C. who are 18 years of age or older at the time of entry. Void in states where prohibited or restricted by law. The employees of Firebird Restaurant Group, LLC ("Sponsor" and "Administrator"), El Fenix®, Meso Maya, Taqueria La Ventana, Snuffer's Restaurant & Bar, TorTaco or Village Burger Bar locations, parent company, affiliates, subsidiaries, advertising agencies and any other company involved with the design, production, execution or distribution of this promotion ("Sweepstakes Entities"), and their household members and immediate family members, are not eligible to enter or win the Sweepstakes. Winning a prize is contingent upon Entrant's fulfillment of all the requirements in these Official Rules. Void wherever prohibited or restricted by law. All potential winners are subject to verification by Sponsor or Administrator.
- 2. Entry Period:** The Entry Period begins at 9:00 am Central Time ("CT") on **Monday, April 1, 2019**, and ends at 11:59 pm CT on **Sunday, May 5, 2019**. Administrator's computer will be the time-keeping device for this Sweepstakes.
- 3. How to Enter:** To enter the Sweepstakes, complete the survey through an emailed link ("Website") during the Entry Period or visit www.elfenix.com/enter, and follow the instructions to complete your online entry including information regarding your first and last name, mailing address, and email ("Entry"). Limit one Entry per email, per person. Normal Internet access and usage charges imposed by entrant's online service provider will apply and are entrant's sole responsibility. Only eligible Entries actually received by Sponsor before the end of the Entry Period will be included. Illegible, unintelligible, invalid, incomplete, garbled, lost, late, misdirected, forged, altered, or mutilated Entries will be disqualified. Any use of automated systems (including, but not limited to, entries submitted using any bot, script, macro, or Sweepstakes service) to submit Entries is prohibited and will result in disqualification.
- 4. Entrant's Personal Information:** Any information collected from entrants is subject to Sponsor's Privacy Policy located at <http://www.elfenix.com/legal/>.
- 5. Winner Determination:** Random Selection.
- 6. Winner Notification:** Winners will be notified by email, mail and/or phone after the Entry Period, but in any event no later than 14 days after the closing of the Sweepstakes Period. Winners may be required to provide proof of eligibility and execute a Winners' Affidavit of Eligibility, Liability/Publicity Release, and Assignment of Rights before the applicable prize is awarded. If a winner cannot be contacted, does not provide proof of eligibility or execute the required affidavits within five (5) days of notification, or becomes disqualified for any reason, an alternate winner will be randomly selected based on the completed responses received during the Sweepstakes Period.



7. **Prize:** The prize consist of ONE (1) Grand Prize of: FIVE (5) \$100 El Fenix Gift Cards (\$500 total value). No substitutions will be provided, except at the discretion of Sponsor, who reserves the right to substitute a prize of equal or greater value in the event a prize is unavailable. The prize is nontransferable and not redeemable for cash. El Fenix® dining cards are subject to their stated terms. Each winner is responsible for all taxes and fees associated with prize receipt and/or use.

8. **Publicity:** The acceptance of any prize constitutes the winner's consent to Sponsor's and Sweepstakes Entities' use of winner's name, likeness, photograph, voice, statements, entry, opinions and/or hometown and state for advertising and promotional purposes in any media, worldwide, without remuneration for said use.

9. **Cancellation or Suspension of Sweepstakes:** If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, and select the winner from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or those of any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

10. **General Rules; Release:** By entering the Sweepstakes, entrants agree to abide by terms of these Official Rules and by the final decisions of the Sponsor, which are final in all matters pertaining to this Sweepstakes. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and waive any right to claim any ambiguity or error in these Official Rules of the Sweepstakes itself. Winners, and entrants, as a condition of participation/entry, agree to indemnify and hold harmless and forever release Sponsor, Administrator, and Sweepstakes Entities from and against any and all liability, claims, demands, or actions, whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with the creation of or submitting an Entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of the prize awarded, or any typographical or other error in these Official Rules or the announcement of offering of the prizes. Sponsor, Administrator, and Sweepstakes Entities assume no responsibility for electronic hardware, programming or software malfunctions or failures, or line connections, accessibility or availability, or technical failures of any kind of unauthorized human intervention, or the incorrect or failure to capture any such entry information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. **Disputes:** Except where prohibited, entrant 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, in a court of



appropriate jurisdiction located in Dallas County, Texas. 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, or any other damages, including attorneys' fees, and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Sweepstakes, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, 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, which would cause the application of the laws of any jurisdiction other than the State of Texas. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Dallas, Texas.

12. **Winner List:** For a list of winners, send a hand-printed, self-addressed, stamped envelope after MONDAY, 5/6/19 to: El Fenix Mexican Restaurant Corporation ATTN: FREE El Fenix for a Year Sweepstakes Winners List, 1845 Woodall Rodgers Freeway Suite 1100, Dallas, TX 75201.

13. **Sponsor and Administrator:** The Sponsor and Administrator of this promotion is El Fenix Mexican Restaurant Corporation, 1845 Woodall Rodgers Freeway Suite 1100, Dallas, TX 75204.