

NOVAMEX SUPER GOOD SUMMER SWEEPSTAKES

Official Rules

NO PURCHASE OR TEXT MESSAGE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR TEXT MESSAGE DOES NOT INCREASE YOUR CHANCE OF WINNING.

PROMOTION PERIOD: The Novamex Super Good Summer Sweepstakes (“Sweepstakes”) begins on May 26, 2016 at 12:00:00 a.m. Eastern Time (“ET”) and ends on August 26, 2016 at 11:59:59 p.m. ET (“Promotion Period”).

ELIGIBILITY: The Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico who are eighteen (18) years of age or older at the time of entry. Void where prohibited. Employees of Novamex, Co. (“Sponsor”), and its parent company, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with the Sweepstakes, and each of their respective employees, agents, directors, officers, including members of their immediate family (i.e., spouse, parent, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) (collectively, the “Releasees”) and individuals living in the same households, whether related or not, of the above, are not eligible to participate.

TO ENTER: there are two (2) ways to enter the Sweepstakes:

Method 1 - via Text: During the Promotion Period, with a text-messaging capable device, text the applicable keyword SUPERGOOD to short code 68398. By submitting your text message you agree to receive a reply text message from Sponsor and understand that an additional text message from you is required to enter the Sweepstakes. Standard text messaging and data rates apply. Contact your carrier for pricing plans and details. For additional information text “HELP” to short code 68398. Supported carriers are AT&T, US Cellular, Verizon Wireless, Sprint, Virgin Mobile, Cricket, Boost, Nextel, and T-Mobile. SMS powered by TATANGO.

Method 2 - Online: During the Promotion Period, visit www.SuperGoodSummer.com and follow the on-screen instructions to complete and submit an official entry in the Sweepstakes. A person can use only one email address to enter.

By participating in the Sweepstakes, participant agrees to all of the terms and conditions of Sponsor’s Terms of Use and Privacy Policy, available at www.SuperGoodSummer.com. In the event of any discrepancy between the Terms of Use, Privacy Policy, and these Official Rules, these Official Rules will control.

Limit: Regardless of method of entry there is a maximum of one (1) entry per person per day. Entries received in excess of the entry limit stated herein will be disqualified. By submitting an entry, Entrant agrees to comply with the Sweepstakes Official Rules. Entries may only be submitted by a single Entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator’s sole discretion, will be disqualified from the Sweepstakes. No mechanically reproduced entries of any kind permitted. Illegible, incomplete, mutilated, misdirected entries or entries not received regardless of cause are void. Entries become the property of Sponsor and will not be returned. All information provided by entrant must be accurate, truthful, and complete.

In the event of a dispute as to the ownership of an entry, the authorized account holder of the mobile phone number or the email address account used to submit an entry will be deemed to be the entrant. The “authorized account holder” is the natural person assigned a mobile phone number by a wireless carrier or the email address account. The potential winner may be required to show proof of being the authorized account holder. All entries become property of Sponsor and will not be returned.

SWEEPSTAKES DRAWING: Five thousand fifty six (5056) potential winners will be selected in a random drawing from all eligible entries into the Sweepstakes on or about August 31, 2016. The selected entrants will be considered potential Sweepstakes prize winners subject to verification and compliance with these Official Rules. Drawing will be conducted on behalf of Sponsor by Administrator, an independent marketing agency, whose decisions will be final and binding in all matters relating to this Sweepstakes, from all eligible entries received.

PRIZES: The following prizes will be awarded:

One (1) Grand Prize Winner: a priceless experience of a meet and greet appearance with Jared Borgetti and a soccer ball for winner and each guest at appearance (Approximate Retail Value (“ARV”): \$15.00 each ball). Total ARV: \$375.00. Meet and greet is for the winner and up to a maximum of twenty-four (24) guests at the winner’s home or an event venue within twenty (20) miles of the winners home (as determined in the sole discretion of the Sponsor). Sponsor will arrange and coordinate meet and greet appearance event place, date and time with the winner. Should Jared Borgetti not be available to visit the winner for any reason whatsoever, including but not limited to scheduling conflicts, cancellations, postponements, an event of force majeure, or for any other reason, then the Sponsor shall have no liability or further obligation to the winner. Sponsor reserves the right to remove or to deny entry to the winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass Jared Borgetti or any other person at the back-yard party.

Two (2) First Prize Winners: a new entertainment center and new furniture for your living room. Prize awarded in the form of a check made out to the winner. ARV: \$5,000 each.

Three (3) Second Prize Winners: a refrigerator (make, size, color and model determined by Sponsor) filled with Novamex drinks (drink brand determined by Sponsor). ARV: \$1,200.00 each.

Fifty (50) Third Prize Winners: a metal cooler. ARV: \$250 each.

Two Hundred (200) Fourth Prize Winners: a jersey of your favorite national soccer team. ARV: \$80.00 each.

Three Hundred (300) Fifth Prize Winners: a chair umbrella combo. ARV: \$75.00 each.

Five Hundred (500) Sixth Prize Winners: a soccer ball. ARV: \$15.00 each.

Four Thousand (4,000) Seventh Prize Winners: a Jarritos super good T-shirt. ARV: \$8.00 each.

Total ARV of all prizes: \$104,475.00.

Limit one (1) prize per person and per phone number and per household. Odds of winning will depend upon the number of eligible entries received. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor’s sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor’s sole discretion. Federal, state, or local taxes on prizes, if any, and any other costs, fees or expenses not listed above are the sole responsibility of each winner. If by reason or printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

WINNER NOTIFICATION: Each winner will be notified by available phone number or mail/email address, as determined solely by Sponsor on or about August 31, 2016. To claim any prize, Sponsor or Administrator may require winner to complete, sign, and return Affidavit of Eligibility/Liability Release/Publicity Release forms, and other applicable documents, which must be postmarked within five (5) days of the date on the notification. Grand, First and Second prize winners will also be required to complete and return an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the Winner’s prize earnings to the Internal Revenue Service, as required by law. Sponsor or Administrator may further request that a scanned copy of the completed forms be emailed to Sponsor or Administrator or that a copy of the completed forms be sent to Sponsor or Administrator via fax within twenty-four (24) hours of receipt by the winner. At Sponsor’s or Administrator’s discretion, winners may be required to produce picture or some other form of proper identification to claim any prize. If a potential winner cannot be contacted, fails to timely claim the prize, is disqualified,

fails to timely execute and return any required forms, or if the prize notification is returned as undeliverable, an alternate winner will be selected from other potential winners and/or by random draw from all remaining eligible entries.

PUBLICITY & MARKETING: Entry into the Sweepstakes and acceptance of any prize constitutes permission to the Sponsor to use participants' and/or winners' names, biographical data, voices, statements, images and likenesses for purposes of advertising and trade, in any medium, without further compensation or notice, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, cell phone number, phone number, and email address during entry constitutes permission for Sponsor to add entrant to Sponsor's customer database and to contact entrant in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (located at or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails Or Text Message)).

NO LIABILITY & INDEMNIFICATION: Releasees and any participating retailers are not responsible for and each entrant agrees, to the fullest extent permitted by law, to fully release, forever discharge, and hold harmless the Releasees from any failures of any kind (whether caused by computer, technical, or human error) which may either limit the entrant's ability to submit an entry, claim a prize, or otherwise participate in this Sweepstakes, or Sponsor's, participating retailer's, or Administrator's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Sweepstakes in the manner intended.

By participating in the Sweepstakes, each entrant, to the fullest extent permitted by law, further fully releases, forever discharges, holds harmless and agrees to indemnify Releasees and participating retailers from and against any claims, costs, liabilities, losses, injuries, damages, or actions of any kind whatsoever arising out of the Sweepstakes, including, but not limited to claims for personal injury, death, damages, losses to persons or property, or loss of enjoyment, or any other harm whatsoever arising out of or relating to the Sweepstakes including, but not limited to: (a) the receipt, ownership, possession, quality, use or misuse of any prize awarded; (b) any travel or prize-related activity; (c) any typographical or other error in these Official Rules or any other materials disseminated by Sponsor; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with any equipment, systems, networks, lines satellites, servers, computers, or providers used by an entrant or Sponsor; and (e) the authenticity, or lack thereof, of any autographs, tickets, or any other prize.

BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEB SITES AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT RELEASEES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND RELEASEES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASEES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED 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; (4)

TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. PARTICIPANTS FURTHER AGREE THAT THE RELEASED PARTIES' TOTAL LIABILITY TO ANY PARTICIPANT FOR CLAIMS ARISING FROM OR RELATED TO THIS SWEEPSTAKES IS LIMITED TO \$500 (U.S. DOLLARS)

OTHER TERMS: Decisions of Sponsor on all matters related to the Sweepstakes are final. Sponsor reserves the right to cancel or modify the Sweepstakes for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Sponsor, in its sole discretion, Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED ONLY ACCORDING TO UNITED STATES LAW. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS SWEEPSTAKES AND THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES, SHALL GOVERN THIS SWEEPSTAKES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

Neither Sponsor nor Administrator assume responsibility for undeliverable text messages resulting from filtration of an entrant's wireless or Internet service provider or for insufficient space to receive text or e-mail. If this Sweepstakes is canceled, Sponsor will award prizes using all eligible entries received as of the time of cancellation in a random drawing, and Sponsor shall have no further obligation to any participant in connection with this Sweepstakes. Any use of robotic, automatic, programmed, or the like methods of participation by an entrant will void all such entries by such methods.

WINNER'S LIST: To obtain a list of winners (available after September 30, 2016), send a self-addressed, stamped envelope to: GBG, Attention: Novamex Super Good Summer Sweepstakes, 819 Anchorage Place Suite # 8, Chula Vista, CA 91914. Requests must be received by August 31, 2016. VT residents may omit return postage.

SPONSOR: Tipp Distributors, Inc. dba Novamex, 1000 West Overland Ave. Suite 300. El Paso, TX 79901

ADMINISTRATOR: Gutierrez Brand Group, 819 Anchorage Place, Suite #8, Chula Vista, CA 91914.