

**Takis® “Ignite Your Intensity” Summer Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN.

SWEEPSTAKES PERIOD: The Takis® “Ignite Your Intensity” Summer Sweepstakes (the “Sweepstakes”) starts on June 4, 2024 at 12:00 a.m. Eastern Time (“ET”) and ends on August 1, 2024 at 11:59 p.m. ET (“Sweepstakes Period”). Entries not received within the Sweepstakes Period will be void. The Sweepstakes Period will be divided into eighteen (18) entry periods (each, an “Entry Period”), as outlined further in the chart below. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram.

Entry Period	Begins at 12:00 a.m. ET and ends at 11:59 p.m. ET on:	Random drawing occurs on or about:
1	June 4, 2024	June 5, 2024
2	June 7, 2024	June 8, 2024
3	June 10, 2024	June 11, 2024
4	June 13, 2024	June 14, 2024
5	June 17, 2024	June 18, 2024
6	June 19, 2024	June 20, 2024
7	June 26, 2024	June 27, 2024
8	June 28, 2024	June 29, 2024
9	July 1, 2024	July 2, 2024
10	July 3, 2024	July 4, 2024
11	July 10, 2024	July 11, 2024
12	July 12, 2024	July 13, 2024
13	July 14, 2024	July 15, 2024
14	July 17, 2024	July 18, 2024
15	July 23, 2024	July 24, 2024
16	July 26, 2024	July 27, 2024
17	July 28, 2024	July 29, 2024
18	August 1, 2024	August 2, 2024

ELIGIBILITY: Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age or older at time of entry. **Eligible minors must obtain their parent’s or legal guardian’s permission prior to participating.** Employees, officers, and directors of Barcel USA, LLC (“Sponsor”), TPN Holdings LLC (“Administrator”), their respective subsidiaries, affiliates, distributors, promotion and advertising agencies, and members of their immediate families (spouse and parents, children and siblings and each of their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws.

HOW TO ENTER: Log-in to your Instagram account, ensuring that it is set to “public”, navigate to the @TakisUSA Instagram account and become a follower of @TakisUSA (if you are not doing so already). During each Entry Period, Sponsor will post a Sweepstakes photo on the @TakisUSA Instagram page. Upon locating a Sweepstakes photo appearing on the page for the current Entry Period, post a photo to your personal Instagram account that displays how Takis® and music turn up your summer, tagging

@TakisUSA in the caption and including the hashtags #IgniteYourIntensity and #Sweepstakes in your post to receive one (1) entry in the random drawing for the applicable Entry Period.

Instagram posts from eligible entrants following the instructions outlined above will hereafter be collectively referred to as "entries". **The content of your post will be screened for compliance with these Official Rules but will not be judged and will therefore not increase or decrease your chances of winning a prize.** All entries must be received during an Entry Period to be considered. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. Limit one (1) entry per person using only one (1) Instagram account per Entry Period prize drawing. You may only use one (1) Instagram account to enter the Sweepstakes. Any entries received from any person or Instagram account in excess of the limitation stated above will be void.

REQUIREMENTS OF ENTRIES: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

By submitting an entry, entrant hereby grants permission for the entry to be posted on www.instagram.com/TakisUSA or other Sponsor websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry and may remove any posted entry at any time.

RANDOM DRAWINGS: Potential prize winners will be selected in random drawings for each Entry Period on or about the dates specified in the chart above from among all eligible entries received for each Entry Period. Odds of winning a prize will depend upon the total number of eligible entries received for each Entry Period. Non-winning entries from one Entry Period drawing will not carry over to subsequent Entry Period random drawings. Random drawings will be conducted by Administrator, on behalf of Sponsor, and their decisions are final on all matters relating to this Sweepstakes.

WINNER NOTIFICATION/PRIZE CLAIMING: Potential winners will be notified via Instagram direct message, and will be required to respond within five (5) days from date of initial notification. The Sponsor and Administrator are not responsible for and shall not be liable for false, incorrect, changed, incomplete

or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner (or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent). Notification is deemed to have occurred immediately upon sending a direct message on Instagram. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries. As part of the winner notification process, each potential winner will be required to complete and submit a prize redemption form ("Redemption Form"), and for prizes valued at \$600 or more, a declaration of eligibility/release of liability/prize acceptance agreement, and, where lawful, a publicity release ("Declaration"), within five (5) days of date of notification, as a condition of receiving a prize. If any potential prize winner fails or refuses to sign and return the Redemption Form and/or the Declaration within the required time period or if the Redemption Form and/or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the applicable prize will remain un-awarded. A potential winner becomes a "winner" only after verification of eligibility by Sponsor. Limit of one (1) prize per person and per household throughout the Sweepstakes Period.

Parents or legal guardians of any eligible prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the prize winner to be qualified to receive their prize(s).

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winner(s) of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

PRIZES: There will be 144 prizes awarded in this Sweepstakes:

ENTRY PERIOD 1 PRIZE (1): Winner will receive a trip for winner and up to four (4) guests to Electric Forest, scheduled to take place from June 20-24, 2024. Trip includes roundtrip, coach class air transportation for winner and guests from a major U.S. gateway airport near winner's residence to an airport near Detroit, Michigan, a \$1,300 rental car stipend, awarded in the form of a check, one (1) Coleman camping tent, one (1) Coleman grill, four (4) camping lamps, four (4) sets of camping blankets and pillows, one (1) camping table, and one (1) \$500 general purpose gift card which may be used towards meals and travel expenses while on trip. The Approximate Retail Value ("ARV") of prize package: \$5,515.87.

ENTRY PERIOD 2 PRIZES (10): Each winner will receive a festival season loot box containing Takis® snacks, awarded in the form of ninety (90) 3oz bags of Takis® rolls, a misting fan, a friendship bracelet, hand sanitizer and lip balm. Exact flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$19.68.

ENTRY PERIOD 3 PRIZES (5): Each winner will receive a trip for winner and one (1) guest to attend a MLS soccer game. Trip includes roundtrip, coach class air transportation for winner and guest from a major U.S. gateway airport near winner's residence to an airport near MLS soccer game, two (2) tickets

to a MLS soccer game, and two (2) nights and three (3) days hotel accommodations (single room, double occupancy) at a 3-star equivalent hotel determined by Sponsor. The winner agrees to create an AXS account to accept the tickets. Exact game, game location, date of game and seat locations to be determined by Sponsor. ARV of each prize package: \$2,700.00.

ENTRY PERIOD 4 PRIZES (10): Each winner will receive a sports loot box containing Takis® snacks, awarded in the form of ninety (90) 3oz bags of Takis® rolls, a \$50 Dick's gift card, a misting fan, a friendship bracelet, and a hat. Exact flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$63.57.

ENTRY PERIOD 5 PRIZES (5): Each winner will receive a Takis® branded skateboard. Exact size, make and model of skateboard to be determined by Sponsor. ARV of each prize: \$40.00.

ENTRY PERIOD 6 PRIZES (10): Each winner will receive a road trip loot box containing Takis® snacks, awarded in the form of ninety (90) 3oz bags of Takis® rolls, (1) \$50 Shell Gas gift card, a card holder, a friendship bracelet, hand sanitizer and lip balm. Exact flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$66.74.

ENTRY PERIOD 7 PRIZES (4): Each winner will receive a \$500 airline gift card. Exact airline to be determined by Sponsor. ARV of each prize: \$500.00.

ENTRY PERIOD 8 PRIZES (10): Each winner will receive an adventure loot box containing Takis® snacks, awarded in the form ninety (90) 3oz bags of Takis® rolls, a GoPro device, a misting fan, a friendship bracelet, hand sanitizer and lip balm. Exact flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$410.61.

ENTRY PERIOD 9 PRIZE (1): Winner will receive a trip for winner and one (1) guest to Palm Springs, CA to attend Splash House 2024, scheduled to take place from August 9-11, 2024 and August 16-19, 2024. Trip includes roundtrip, coach class air transportation for winner and guest from a major U.S. gateway airport near winner's residence to an airport near Palm Springs, CA, four (4) nights and five (5) days hotel accommodations (single room, double occupancy) at a 4-star equivalent hotel determined by Sponsor, ground transportation to/from hotel and airport near Palm Springs, CA. ARV of each prize package: \$5,500.00.

ENTRY PERIOD 10 PRIZES (10): Each winner will receive a waterside loot box containing Takis® snacks, awarded in the form of one (1) 3oz bag of Takis® rolls, a Takis® branded cooler, a misting fan, a friendship bracelet. Exact flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$319.98.

ENTRY PERIOD 11 PRIZES (20): Each winner will receive a JBL Bluetooth speaker. Exact size, model and color of speaker to be determined by Sponsor. ARV of each prize: \$167.94.

ENTRY PERIOD 12 PRIZES (10): Each winner will receive a concert loot box containing Takis® snacks, awarded in the form of one (1) 3oz bag of Takis® rolls, a \$50 StubHub gift card, a card holder, a friendship bracelet, hand sanitizer and lip balm. Exact flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$67.28.

ENTRY PERIOD 13 PRIZES (5): Each winner will receive a Meta Quest 2 VR headset. ARV of each prize: \$223.99.

ENTRY PERIOD 14 PRIZES (10): Each winner will receive a gaming loot box containing Takis® snacks, awarded in the form of one (1) 3oz bag of Takis® rolls, a \$50 streaming gift card, a card holder, a friendship bracelet, hand sanitizer and lip balm. Exact stream gift card and flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$66.74.

ENTRY PERIOD 15 PRIZES (10): Each winner will receive a pair of Lenexa MVP 2.0 custom roller skates with purple wheels, purple laces and Takis® patch. Exact specifications of roller skates to be determined by Sponsor. ARV of each prize: \$170.65.

ENTRY PERIOD 16 PRIZES (10): Each winner will receive a summer fun loot box containing Takis® snacks, awarded in the form of one (1) 3oz bag of Takis® rolls,(1) Pair of Digital Six Flags one-day passes, a misting fan, a friendship bracelet, hand sanitizer and lip balm. Exact flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$141.39.

ENTRY PERIOD 17 PRIZES (4): Each winner will receive a \$500 shopping spree gift card. Exact retailer for gift card to be determined by Sponsor. ARV of each prize: \$505.95.

ENTRY PERIOD 18 PRIZES (10): Each winner will receive a summer look loot box containing Takis® snacks, awarded in the form one (1) 3oz bag of Takis® rolls, a Polaroid camera, a card holder, a friendship bracelet, hand sanitizer and lip balm. Exact Polaroid camera and flavor of Takis® product to be determined by Sponsor. ARV of each prize package: \$103.33.

TRIP PRIZE CONDITIONS: Travel must be completed on dates specified above or prize will be forfeited and Sponsor will have no further obligation to the applicable winner. Any additional air or ground transportation necessary to redeem prize, or additional fees including service charges, meals, beverages, souvenirs, incidentals, gratuities, phone calls, travel insurance, rental car insurance, and any and all other expenses not specifically mentioned herein are the sole responsibility of the applicable winner. Each winner and guest must travel together on the same itinerary. Guest(s) must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner and must sign a liability/publicity release prior to issuance of travel documents. If guest is child or legal ward of winner, winner must sign and return release on behalf of such child or legal ward. Travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. Each winner and their guest(s) are responsible for and must already own all necessary travel authorizations such as passports, visas, and/or government identification. No transfer, assignment, change of the prize, or cash substitution is permitted, except at the sole discretion of the Sponsor. If a winner resides within a 200-mile radius of destination, ground transportation will be provided in lieu of air transportation, hotel accommodations may not be provided and no compensation or substitution will be provided in lieu thereof. Actual value may vary based on point of departure and number of guests on trip. In the event winner elects not to travel with an adult guest or elects to travel with less than the allotted quantity of guests, no compensation or substitution will be provided in lieu thereof.

GENERAL PRIZE CONDITIONS: Gift cards subject to certain terms and conditions as specified by issuer. Exact make, model and size of branded merchandise and product(s) package(s) included to be determined by Sponsor, in their sole discretion. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winners. Winners may not substitute or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified in these rules as being provided. For prizes valued at \$600 or more, each potential winner will be required to provide Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes. An IRS

Form 1099 will be issued in the name of winner for the actual value of the prize(s) received. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. All prize details are at Sponsor's sole discretion. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied by Sponsor or any other Sweepstakes Party. Total ARV of all prizes is \$44,818.12. Prizes will be fulfilled within two (2) to four (4) weeks after the winner is confirmed.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and Administrator, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, Administrator, Instagram, their respective subsidiaries, affiliates, distributors, promotion and advertising agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes-related activity or the acceptance, possession, use or misuse of any prizes; and (c) to the use of his/her name, voice, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor, its affiliates and agencies, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use.

PRIVACY: Information collected from entrants in connection with the Sweepstakes ("Entrant Information") will be subject to and may be used in accordance with the Privacy Policy posted on the Website (available at <https://barcel-usa.com/barcel-privacy-notice>).

RELEASE AND ASSUMPTION OF RISK: By entering, each entrant, on behalf of the entrant and his or her heirs, executors, guardians, assigns, agents and representatives, releases each of the Released Parties, and all people and entities involved in the development or execution of the Sweepstakes from and agrees not to assert any claims, actions, suits, proceedings and demands arising out of or relating to the conduct of or the entrant's participation in the Sweepstakes, the acceptance or use of any prize or any component thereof, travel to and/or participation in any prize-related activity, and all liabilities, losses, injuries and/or damages arising out of relating to the same. The foregoing includes, without limitation, any claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to an entrant or any other person or any damage to or loss of personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize or any component thereof and any activity or travel related thereto or participation in this Sweepstakes. Entrants assume all liability for and risk of any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, the acceptance or use of the prize or any component thereof or travel to or participation in any prize-related activity.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries or social media posts, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries or social media posts, the notification of or announcement of the prizes, or in any Sweepstakes related materials.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor and Administrator, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's or Administrator's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes (or portion thereof) and, if terminated, at its discretion, select the potential winner(s) for the Entry Period drawing(s) at issue from among all non-suspect, eligible entries received for the applicable drawing(s) prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL AVAILABLE REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, USA.

WINNERS' LIST: For the names of the winners (available after January 5, 2024) send a self-addressed, stamped envelope to: Takis@ "Ignite Your Intensity" Summer Sweepstakes – Winner's List Request, 301. S. Northpoint Dr. Ste. 100, Coppell, TX 75019 for receipt no later than September 12, 2024.

SPONSOR: Barcel USA, LLC, 301 S. Northpoint Dr. Suite 100 Coppell, TX 75219.