



## TOURNAMENT RULES KAPICUA RICA

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**1. Sponsor:** Pasteurizadora Rica, S. A., with its legal domicile at Autopista Duarte km 6 ½, Santo Domingo, D. N., Dominican Republic.

**2. Eligibility:** Participation open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years of age or the age of majority in their state of residence as of Tournament Date. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor, and its respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Tournament materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. You are not authorized to participate in the Tournament if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply. All players must comply with the rules of the Tournament and each player must sign printed Rules that will be provided to them on the day of the Tournament.

**3. Registration Period:** Players must register for the Tournament between July 4<sup>th</sup>, 2022 and 11:59:59 pm ET on August 31<sup>st</sup>, 2022 (“Registration Period”). The Tournament will take place on September 17<sup>th</sup>, 2022.

**4. How to Participate in the Tournament:** To participate in the Tournament, during the Registration Period, you must register with a teammate (each a “Team”) and complete the following steps:

- Complete a registration for the Tournament at <https://promocionesrica.com/promociones/kapicua-en-ny/58/> (“Site”) by providing the following information for yourself and your teammate: first and last names, contact numbers, and email addresses; or
- Go to one of the registration venues located in a participating supermarket in New York City and scan the QR code that is located on Sponsor’s poster in the participating supermarket. After scanning the QR code, you will be directed to the Site to register for the Tournament by providing the following information for yourself and your teammate: first and last names, contact numbers, and email addresses. When the code is scanned, the geolocation of where the scanning took place will be registered upon opt-in. A list of participating supermarkets will be available at [promocionesrica.com](https://promocionesrica.com).
- Only 200 Teams will be accepted to participate in the Tournament.
- All players are responsible for the veracity of the information provided to Sponsor.



- Sponsor reserves the right to deny admission to the Tournament to any player or Team after registration.
- The Tournament will be held on Saturday September 17<sup>th</sup>, 2022 (“Tournament Date”) between 10:00 am and 6:00 pm ET at 237 Dickman St. NY. NY 10034 (“Tournament Location”). Teams must be available to play on the Tournament Date at the Tournament Location or their spot in the Tournament will be forfeited and may be awarded to another Team (time permitting). On the day of the Tournament, if a Team cancels, is not present or is unable to play on the Tournament Date or at the time of the Team’s scheduled match, the Team will be disqualified and the Team competing against it will advance in the Tournament as the winning Team. Both Team members must be available to play on the Tournament Date and at the time of the Team’s scheduled match or the Team will be disqualified.
- Sponsor hereby states that no person (moral or physical) is authorized to receive sums of money from the participants in exchange for prizes or any other concept.

**5. The Tournament.** On the Tournament Date, each Team will compete against other Teams playing dominoes head-to-head in a single elimination format.

- First Round – elimination:** 25 dominoes tables, in which 50 Teams will play at the same time (50 Teams for each group (4 groups), until a total of 200 Teams play). The winner will be the Team that scores 200 points, or the Team with the highest score at the end of the 30 minutes, whichever comes first. If at the end of 30 minutes of the Teams are tied, the Teams will play one last match to break the tie. From each of the 4 groups, 25 Teams will move on to the next round, for a total of 100 Teams.
- Second Round – elimination:** 25 dominoes tables, in which 50 Teams will play at the same time, until a total of 2 groups (50 Teams for each group, until a total of 100 Teams play). The winner will be the Team that scores 200 points, or the Team with the highest score at the end of the 30 minutes, whichever comes first. If at the end of 30 minutes of the Teams are tied, the Teams will play one last match to break the tie. From each of the 2 groups, 25 Teams will move on to the next round, for a total of 50 Teams.
- Third Round – by score, until 4:00 PM on the day of the Tournament:** 25 dominoes tables, in which 50 Teams will play at the same time. The Teams will move on to the next round by scoring, depending on the total of points they have by 4:00 PM on the day of the Tournament.

The Third Round games will be of 30 minutes each.

The 4 Teams with the “highest score” (as defined below) by 4:00 PM on the day of the Tournament will move on to the Semifinal and Final round.

**Calculation of Highest Score for Third Round:** The points resulting from the subtraction between the points of the winning Team minus the points of the



opposing team will be credited to the score of the winning Team (*for example, once time is up in a game, if the winning Team has 175 points and the losing team has 100 points, the winning Team will get 75 points for their score*).

The points resulting from that above explained subtraction are added to the overall score of each Team, to determine if they will move to the Semi-Final and Final round. The 4 Teams with the highest score based on this calculation will move on to the Semifinal and Final Round. In case of a tie, the tied Teams will play one last match to break the tie.

Each winning Team will change tables and play with another winning Team at another table. Similarly, each losing team will change tables and play with another losing team at another table. This dynamic will happen until 4:00 PM (at said hour, the scores of the Teams will be evaluated to determine who moves forward).

The score of the Teams will be displayed on screens.

**d. Semi-Final Round and Final Round – by score**

The two lowest-scoring Teams from the Third Round will face off in the Semi-Finals for the **Third Place/prize**.

The **winner of the third place** will be the Team that scores 200 points, or the Team with the highest score at the end of the 45 minutes, whichever comes first.

The two highest-scoring teams from the Third Round will face off in the Finals for **First and Second Place/prize**.

The **winner of the First Place** will be the Team that scores 200 points, or the Team with the highest score at the end of the 45 minutes, whichever comes first. The losing Team will get **Second Place**.

- e. If at the end of 45 minutes of the Semi-Finals or Finals Round the Teams are tied, the Teams will play one last match to break the tie.

All Teams must adhere to the Tournament Rules that are attached hereto as Exhibit A and are subject to change in Sponsor's sole discretion.

**6. Notification.** Winners will be notified at the Tournament and will be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release document within five (5) days of prize notification. If any winner rejects his/her prize or in the event of noncompliance with these Tournament rules and requirements, such prize will be forfeited and may be awarded to the next runner-up (time-permitting). Upon prize forfeiture, no compensation will be given.



7. **Prizes.** The three (3) winning Teams will win the following prizes (each winning Team must enjoy their prize with their teammate in accordance with the below requirements):

- **First Place Prize (“Trip Prize”):** All-inclusive trip for both members of the winning Team and one (1) guest for each member of the winning Team at an exclusive 5-star hotel in Punta Cana, Dominican Republic. Prize includes economy class airfare and transfers to and from the airport. Approximate Retail Value of First Place Prize: \$8,000.00.
- **Second Place Prize:** VIP night for both members of the winning Team and one (1) guest for each member of the winning Team in Manhattan at an exclusive restaurant, club or other venue as determined by Sponsor. Transportation is included in prize. Approximate Retail Value of Second Place Prize: \$3,000.00.
- **Third Place Prize:** Tickets for the both members of the winning Team and one (1) guest for each member of the winning Team for a VIP experience at Yankee Stadium. Transportation is included in prize. Approximate Retail Value of Third Place Prize: \$2,000.00.

Prizes will be awarded in coordination with the Sponsor after the Tournament. The First-Place Prize winners and their guests must have a current and valid passports, as this requirement is indispensable for the First Prize. In case the First Prize winners and guests cannot make the trip, Sponsor will not provide cash payments, and the prize is not transferable.

**Trip Prize:** Trip consists of a 3 day/2 night trip, for four (4) people (2 winners and 2 guests) to Punta Cana, Dominican Republic. Trip includes round-trip coach airfare from major gateway airport near winner’s residence and double occupancy hotel accommodations at a hotel selected by Sponsor. Taxes, meals, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of winners. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. Winners must travel between September and December 2022, or prize will be forfeited and may be awarded to an alternate. Winners and guests must travel on the same itinerary and guests must sign travel release prior to ticketing. Guests must be of the age of majority unless the winner is guest’s parent or legal guardian. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winners and guests will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

**Released Entities (defined below) are not responsible if any of the prizes listed above (“Prize”) or any part thereof is delayed, postponed or cancelled due to events outside of its reasonable control, including due to COVID 19 restrictions. If in the event the Prize or any part cannot be awarded, including as a result of epidemics, pandemics or other public health concerns, including COVID 19, the Prize may be awarded at another time or as another trip or as another prize (collectively “Substitute Prize”), all as determined by**



**Sponsor in its sole and absolute discretion. If potential winner chooses not to accept the Prize or the Substitute Prize (as applicable), the Prize or Substitute Prize may be awarded to an alternate (time-permitting). As a condition of accepting the Prize or Substitute Prize (as applicable), potential winners and guests may be required to agree to comply with Sponsor's and/or any prize supplier's COVID safety protocols (collectively, "Sponsor's Safety Protocols"), including, but not limited to, testing, mask wearing, social distancing and quarantining, all as applicable and as determined by Sponsor and/or prize supplier, or the Prize (or Substitute Prize, as applicable) will be forfeited. Potential winners and guests agree to execute any documents provided by Sponsor to confirm such compliance and release Released Entities from any such claims.**

**TAX GROSS UP PAYMENT:** In addition to the prize awarded to the winners, such winners will also receive a single cash payment in the form of a corporate check which is intended to assist with any federal, state, or other tax obligations related to the Prize (the "Tax Gross-Up Payment"). The amount of Tax Gross-Up Payment will be computed based upon the actual retail value of the applicable prize and assuming that the Prize winner's combined tax rate for all federal, state, and other tax obligations related to such prize is 33%. The Tax Gross-Up Payment is intended to *assist* with any federal, state, or other tax obligations related to the applicable prize. **The Tax Gross-Up Payment may not be sufficient to cover the winner's entire tax liability related to winning the applicable prize.** Winner may be required to provide us a W-9 form. Winner's reportable winnings and the gross-up payment will be included on the winner's 2022 Form 1099-MISC and will be subject to withholding. Sponsor will comply with all tax reporting requirements, including a Form 1099-MISC issued to the winner.

**For all prizes:** Total approximate retail value of all prizes combined: \$13,000.00. The winning Teams must coordinate with Sponsor to determine dates by which they must accept their prizes. Once a date has been selected ("Selected Date"), no changes will be accepted except in Sponsor's sole discretion. If winners or their guests do not show up on that Selected Date, the prize will be forfeited. Upon prize forfeiture, no compensation will be given. In order to accept the prize, winners and guests must agree to allow Sponsor to videotape, photograph and/or record them (collectively, "Footage") while enjoying their prizes and further grant Sponsor the right to use the Footage (as well as their Likeness) in the Media throughout the Territory (as defined below). Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize or part of prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of winners.

**8. Conditions.** Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Tournament and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Tournament or Sponsor (collectively, their "Likeness") for advertising and promotional purposes without obligation, notice or additional compensation, except where prohibited by law, for distribution in any and all media, including, but not limited to, in any and all print/press/public relations materials, television and digital media (collectively, "Media"), both nationally and



internationally throughout the world (“Territory”). By participating, players and winners agree to release and hold harmless Sponsor, distributors, and **their** advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Tournament, or possession, acceptance and/or use or misuse of prize, including, but not limited to, as a result of food poisoning, automobile accidents, and/or airplane accidents, or participation in any Tournament-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Players who do not comply with these Official Rules, or attempt to interfere with this Tournament in any way shall be disqualified. Sponsor is not responsible if Tournament cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism.

**9. Tournament Play.** Players must strictly adhere to all game play guidelines and these Official Rules and Tournament Rules or risk the possibility of disqualification. Players must conduct themselves in a sportsmanlike manner, maintaining a friendly and polite demeanor to competitors and to other players of the Tournament. Players who engage in unsportsmanlike, disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Tournament, or obtain winner status using fraudulent means, in Sponsor’s sole discretion, will be disqualified. Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the Official Rules or the Tournament and the Sponsor’s decisions concerning such disputes shall be final. Sponsor may prohibit a player or Team from participating in the Tournament or winning a prize if, in its sole discretion, Sponsor determines that said player or Team is attempting to undermine the legitimate operation of the Tournament by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other players or Sponsor’s representatives. Sponsor, in its sole discretion, reserves the right to disqualify or remove any player, Team or Finalist for any reason.

**10. Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to enter or register for the Tournament, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Tournament should (in its sole discretion) virus, bugs, non-authorized human



intervention, fraud, epidemics, pandemics or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Tournament. In such case, Sponsor will select the Teams and/or winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Tournament or web site.

*CAUTION: ANY ATTEMPT BY A PLAYER TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each player may be required to show proof of being an authorized account holder.

**11. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE TOURNAMENT. WITHOUT LIMITING THE FOREGOING, THIS TOURNAMENT AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**12. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Tournament. Any controversy or claim arising out of or relating to these Official Rules and/or the Tournament shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.



THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Tournament, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

**13. Use of Data.** Sponsor will be collecting personal data about players online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://promocionesrica.com/>. By participating in the Tournament, players hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**14. List of Winners.** The winner's list will be posted after the Tournament Date at <https://promocionesrica.com/>.





## **EXHIBIT A**

### **TOURNAMENT RULES**

- a) The games will be of 200 points. The first player to start will be selected randomly. In the first round, the player with the double six dominoes will start. In the next round, the first player will be the one that is next to the previous one.
- b) Once the game has started, no comments or gestures are allowed, the player who commits this action incurs in a penalty of 25 points.
- c) Pass with a dominoes: If a player, having a play and a dominoes available for that play, says that he/she passes, a 100 points penalty will be imposed.
- d) If a player touches a dominoes that is on his/her deck, he/she must play it, if it does not fit, it will be left on the table face up and will be placed at the first opportunity. In the event that such dominoes results to be a winning one, the round of the game will be annulled).
- e) If a player plays with a wrong dominoes, a 25 points penalty will be imposed. The dominoes will be left on the table face up and will be placed at the first opportunity.
- f) In case of playing ahead, a 25 points penalty will be imposed. Playing ahead means playing before your turn comes.
- g) In case of a game block, the points of both Teams are added and the lowest score wins the game. In case of a tie, the team that made the game block wins.
- h) The Team that causes a round pass will be awarded with 25 points.
- i) A "capicua" will be worth 25 points.
- j) All players must have their hands under the table.
- k) Once the dominoes are placed on the table, they cannot be rearranged, otherwise a 25 points penalty will be imposed.
- l) If a player places a dominoes on the table, and it is not playable (referred in Spanish as "chivo"), a 75 points penalty will be imposed.
- m) The first dominoes will be placed horizontally if it is a double, and if mixed, the smaller side will be placed towards the starter player, a warning will be given to each couple and if they do it again, a 25 points penalty will be imposed.

**NOTE:** Rules are subject to modification.