

## INTERMEX ONLINE PROMOTION WIN A SMARTPHONE WITH INTERMEX

### OFFICIAL RULES

NO PURCHASE, PAYMENT, OR WIRE TRANSFER IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ODDS OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED. BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING.

**1. ELIGIBILITY:** Intermex Online Promotion Win a Smartphone with Intermex (“Sweepstakes”) is open to residents of the 50 United States and D.C. (excluding Rhode Island), who, as of the time of entry, are at least 18 year of age or older. Employees, officers, directors, and representatives of Intermex Wire Transfer, LLC, Intermex Wire Transfer II, LLC, and Intermex Wire Transfer Corp. (together, “Sponsor”), or any of Sponsor’s parent companies, subsidiaries, affiliates, or advertising or promotion agencies and members of the immediate family or household of any such employee, officer, director, or representative, are not eligible to enter or win. Void where prohibited by law. By participating in the Sweepstakes, you agree to be bound by these Official Rules. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Participation constitutes entrant’s unconditional agreement to these “Official Rules” and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of any prize until (w) entrant’s eligibility as to the Sweepstakes has been verified, (x) entrant has been notified that verification is complete, (y) entrant has completed and submitted all required information and forms (including an Affidavit of Eligibility and Liability/Publicity Release, if required) and (z) entrant has otherwise fully complied with the terms and conditions of these Official Rules.

**2. SWEEPSTAKES PERIOD:** The Sweepstakes begins on December 15, 2018 at 12:01 AM East Time (“ET”) and ends on December 31, 2018 at 11:59 PM ET (“Sweepstakes Period”). Sponsor’s time keeping device is the official clock of the Sweepstakes.

**3. HOW TO ENTER THE SWEEPSTAKES:** In order to be eligible to enter the Sweepstakes, all entrants must first go to the Sweepstakes website (“Website”) at <http://landingpage.intermexonline.com/que-nadie-se-queda-sin-smartphone>, enter their first and last name, email address, and phone number, agree to these Official Rules, and submit this information. The successfully submission and Sponsor’s receipt of the correct and completed form will equal one entry into the Sweepstakes and is the first method of entry (“Website Entry”). All entrants must first successfully complete and submit a Website Entry before being eligible to enter the Sweepstakes via additional methods of entry, as described below. Entrants may only enter the Sweepstakes once through the Website.

Once an entrant has successfully submitted to Sponsor, and Sponsor has received, entrant’s Website Entry, as early as the date of entrant’s Website Entry submission, entrant may enter the Sweepstakes up to two (2) additional times per day, regardless of whether entrant enters the Sweepstakes through an Online Wire Entry or by Mail-In Entry. Online Wire Entry: Entrants who initiate, pay for (without cancellation or refund), and complete an online wire transfer from [www.intermexonline.com](http://www.intermexonline.com) that is initiated from the United States will receive one (1) additional entry into the Sweepstakes (“Online Wire Entry”). Mail-In Entry: Entrants may also send a 4X6

postcard with their first and last name, email, and phone number to: Intermex, Marketing Department, at the address of the Sponsor, included below (“**Mail-In Entry**”).

LIMIT: Entries to the Sweepstakes are limited to one entry per person via Website Entry, and thereafter two (2) entries per person regardless of whether such person enters via Online Wire Entry or Mail-In Entry. All Mail-In Entries must be postmarked by December 31, 2018 and received by Sponsor by January 4, 2019.

**4. SELECTION OF WINNERS; ODDS:** All eligible entries received during the Sweepstakes will be consolidated into one pool of entrants, and three potential winners will be selected by Sponsor in a random drawing conducted on or after January 5, 2019. Odds of winning will depend on the number of valid Entries received.

**5. NOTIFICATION AND VERIFICATION OF WINNERS.** Potential winners will be notified via email or phone call to the email address or phone number provided in the related entry. If a potential winner cannot be reached or does not respond within 72 hours of the initial notification attempt, he or she may be disqualified and an alternate winner selected. Potential winners are subject to verification and may, in Sponsor's discretion, be required to submit proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). If winner fails to respond to any notification attempt within the time period specified by Sponsor, does not meet the eligibility requirements set forth in Section 1 above, or is not compliant with these Official Rules, that potential winner will be disqualified and an alternate winner selected. Each potential winner will be required to provide to Sponsor a valid email address and physical mailing address (not a P.O. Box) within the time stated in the notification. Potential winner may, at Sponsor's discretion, also be required to complete and return to Sponsor a notarized Affidavit of Eligibility/Release of Liability, and, if legally permissible, a Publicity Release. For prizes valued over USD\$600.00, prize winner must provide his/her Social Security number to Sponsor and will be issued an IRS Form 1099 for the retail value of the prize. If a potential winner fails to respond to any notification attempt within the time period specified by Sponsor, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, or unable to accept the prize as stated, the potential winner will be disqualified and an alternate winner selected by Sponsor in its sole discretion in his/her place by random drawing from among the remaining eligible entries received. Up to two alternative potential winners will be selected for each prize, after which Sponsor may elect to let the prize to unawarded.

**6. PRIZES:** Subject to the terms and conditions of these Official Rules, fifty (50) prizes will be awarded in this Sweepstakes, one for each winner. The prizes consist of the following:

- a. i.SMARTPHONE REF HUAWEI Y5 AND SIMILAR: approximate retail value ("ARV"): \$ 100.00 or ONE HUNDRED DOLLARS.

All expenses and costs associated with acceptance and use of the prize the responsibility of the winner. All federal, state and local taxes on the value of the prize, if applicable, are the responsibility of the winner. Each prize will be awarded if properly claimed. No substitution, cash redemption, or transfer of the right to receive any prize or prize component is permitted, except in the discretion of Sponsor. Sponsor reserves the right to substitute a prize or prize component with cash or a comparable prize of equal or greater value. The prizes consist only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of any prize or any component thereof that are not expressly specified in these

Official Rules as being part of the prize are the responsibility of the winner. Only one prize will be awarded per entry address. That is, entrants with the same address may not win multiple prizes. ENTRANTS ACKNOWLEDGE THAT SPONSOR IS NOT RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR PORTION THEREOF, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITIONS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. **GRANT OF RIGHTS:** Each entry constitutes permission for Sponsor and its parent companies, affiliates, subsidiaries, agents and licensees to use the entrant's name, likeness, handle, voice and/or biographical information, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, for commercial purposes and any other purposes (including, without limitation, advertising and promotion), without further compensation, unless prohibited by law.

8. **RELEASE AND LIMITATION OF LIABILITY:** Sponsor, Intermex<sup>®</sup> agents, Facebook, Instagram, and their parent companies, affiliates, subsidiaries, agents, and licensees, as well as the officers, directors, owners, shareholders, employees, representatives, and agents of each of the foregoing (collectively, the "**Released Parties**") are not responsible, and will have no liability for, (a) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information or any other human or technical errors of any kind relating to Website, any other website or online functionality related to the operation or administration of this Sweepstakes, including online wire transfer capabilities, the communications or attempted communications with any entrant, the submission, collection, storage, or processing of entries, or the administration of the Sweepstakes, (b) any force majeure event or any other event outside Sponsor's or any Intermex<sup>®</sup> agent's control that may cause any alteration, postponement or cancellation of any part of the Sweepstakes or any prize; (c) any injury or damage to any individual or property due to potential winner's travel to or from claiming the prize or any Sweepstakes-related activity undertaken by any participant, potential winner, or winner; (d) any illegible or unclear phone numbers, address, or entry information provided, any failure on behalf of a potential winner to check or receive voicemail or to respond to any winner notification voicemail left. **THE RELEASED PARTIES SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR EXPENSE RESULTING FROM OR ARISING OUT OF ANY COMPONENT OF ANY PRIZE OR ANY OTHER ASPECT OF ANY PRIZE WINNER'S USE OR MISUSE OF THE PRIZE.** By entering, each entrant fully releases, covenants not to sue, and agrees to hold each of the Released Parties harmless from and against any and all claims and liability arising out of the operation of the Sweepstakes, participation in the Sweepstakes, the acceptance, receipt or use (or misuse) of any prize or prize component and/or any use of the entrant's name, likeness, voice and/or biographical information as permitted hereunder, including without limitation all claims and liabilities based on any personal injury, property damages, loss, and/or death. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, or the redemption, acceptance, receipt or use or any prize or prize component. The Released Parties are not responsible for any typographical, printing, production or other error in the administration of the Sweepstakes or in the announcement of any prize or notification of any winner. In no event will more prizes than the number stated in these Official Rules be awarded. Each winner agrees to execute such additional release(s), waiver(s) of liability and/or agreement(s)

as may be required by a provider of a prize component, within the time period specified by Sponsor or the provider.

9. **GENERAL RULES:** All entries become the property of Sponsor and will not be verified or returned. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects. In the event of a conflict between the English Official Rules, Sweepstakes marketing materials, and communications related to the Sweepstakes, and any Spanish translated counterpart, the terms of the English version will control. **CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's sole discretion, Sponsor determines or believes (i) has tampered with the entry process, or has undermined the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices, or (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor or Intermex<sup>®</sup> agents, or (iii) has attempted or intends to attempt any of the foregoing. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Sweepstakes should a virus, bugs, entrant fraud or misconduct or other cause beyond the control of the Sponsor affect or corrupt the administration, integrity, security or proper operation of the Sweepstakes or to the extent Sponsor deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms. In the event of termination of the Sweepstakes, a notice will be posted online and Sponsor will award the prizes by any reasonable method it deems to be fair and equitable in its discretion. In no event will more than the number of prizes stated in these Official Rules be awarded.

10. **DISPUTE RESOLUTION; VENUE; JURISDICTION:** All federal, state and local laws and regulations apply. By entering the Sweepstakes, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) **UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND BY ENTERING EACH ENTRANT WAIVES ALL RIGHTS TO CLAIM PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES.** All issues and questions arising from or relating to the Sweepstakes or these Official Rules, shall be governed by, and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Florida. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules must be instituted solely and exclusively in the federal or state courts located in Miami Dade County in the State of Florida, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising from or relating to the Sweepstakes or these Official Rules.

11. **USE OF INFORMATION:** By entering the Sweepstakes entrants expressly consent that Sponsor may use the information submitted to contact entrant if they are chosen as a potential winner. All Online Wire Entry information is also subject to Sponsor's privacy policy at <https://www.intermexonline.com/about-us/privacy-policy> ("**Privacy Policy**"). By entering the Sweepstakes, each entrant agrees that information submitted in connection with the Sweepstakes may be used as permitted pursuant to the Privacy Policy, these Official Rules, and otherwise in connection with the administration of the Sweepstakes.

12. **WINNER'S NAME AND OFFICIAL RULES REQUESTS:** For the name of the winners, available after January 03, 2019, or a copy of these Official Rules, send a mail request letter with your full name and mailing address as well as your clearly stated request to: ATTN: **Intermex's Hispanic Heritage Month Sweepstakes**, Marketing Department, Intermex Wire Transfer, LLC, 9480 South Dixie Highway, Miami, Florida 33156

13. **SPONSOR AND ADMINISTRATOR:** Intermex Wire Transfer, LLC, Intermex Wire Transfer II, LLC, and Intermex Wire Transfer Corp., 9480 South Dixie Highway, Miami, Florida 33156.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Any questions, comments, or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Facebook or Instagram.

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